

**CITY OF HIALEAH**  
**ADVERTISEMENT**  
**And**  
**INVITATION FOR PROPOSALS**

Sealed, written Proposals in Response to the RFP "Proposal" will only be received by the City Clerk of the City of Hialeah, in the City Clerk's office on the 3<sup>rd</sup> Floor of City Hall located at 501 Palm Avenue, Hialeah, Florida, **until 11:00 A.M., Tuesday, January 22<sup>nd</sup>, 2013**, at which time the proposals will be opened by the City Clerk in the 3<sup>rd</sup> Floor Conference Room, 501 Palm Avenue, Hialeah, Florida, and delivered to the Licensing Section for review and handling, for furnishing the following. There will be a mandatory pre-proposal meeting at 3<sup>rd</sup> Floor conference room of City Hall located at 501 Palm Avenue, Hialeah, Florida, **11:00 A.M., Wednesday, January 16<sup>th</sup>, 2013**:

**POLICE OR CITY - INITIATED WRECKER SERVICES**  
**RFP NO. 2012/13-1000-36-002**


Affidavits/forms and text of the Request for Proposal may be obtained at the Purchasing Office, City Hall, 501 Palm Avenue, 4<sup>th</sup> Floor, Hialeah, Florida, by calling Luis A. Suarez at (305) 883-5857 or by email at [LASuarez@hialeahfl.gov](mailto:LASuarez@hialeahfl.gov).

Proposals shall be submitted in sealed envelopes and shall bear on the face, thereof, the Proposal Number, and the complete name and address of the Proposer.

Proposals may be held by the City of Hialeah for a period not to exceed sixty (60) days from the date of opening for the purpose of reviewing the proposals and investigating the qualifications of the Proposers, prior to awarding the license.

The City of Hialeah reserves the right to accept or reject Proposals on each item separately or as whole, or waive any informality in the Request for Proposal process.

CITY OF HIALEAH, FLORIDA



Carlos F. Lopez  
Acting Purchasing Director

Advertisement Date:  
**January 7<sup>th</sup>, 2013**

**CITY OF HIALEAH**

**REQUEST FOR PROPOSALS**

**POLICE OR CITY-INITIATED  
WRECKER SERVICES**

**REQUEST FOR PROPOSAL 2012/13-1000-36-002**

**PART I**  
**GENERAL INFORMATION**

## **INTRODUCTION / INFORMATION / SCHEDULE**

### **1. INTRODUCTION**

The City of Hialeah, hereinafter referred to as the "City", is actively seeking Proposals from qualified and experienced individual(s), group(s), or company(s), etc., hereinafter referred to as the "Proposer", to provide towing and storage of motor vehicles upon the request of the Hialeah Police Department and other departments of the City according to the Hialeah Code and the terms, conditions, and specifications contained in this Request For Proposals (RFP). The City is seeking a qualified Wrecker Company within the City of Hialeah to provide prompt, reliable and efficient service at a uniform and reasonable cost.

It is the City's intention to solicit Proposals from as many Proposers as are interested, to evaluate the Proposals, to conduct oral presentations if necessary, to verify the information presented and to negotiate and award contracts to the most responsive and responsible Proposers selected as provided herein.

Should there be any direct conflict between these terms and provisions and provisions of the Hialeah Code now provided in Chapter 90, the provisions of the Request for Proposal shall apply. Every effort should be made to reconcile or interpret the Request for Proposal and Chapter 90 to avoid a conflict.

### **2. INFORMATION / CLARIFICATION**

For information concerning this RFP contact Purchasing Assistant, Luis Suarez at 305-883-5846, [LSuarez@hialeahfl.gov](mailto:LSuarez@hialeahfl.gov) or at facsimile number 305-883-5871.

Except as provided in Pre-qualifications Conference, it is requested that all questions regarding this RFP be submitted in writing and in advance of the deadline for receipt of completed Proposals listed in the RFP SCHEDULE section of this RFP. Questions should be sent to: Purchasing Assistant, Luis Suarez at 305-883-5846, [LSuarez@hialeahfl.gov](mailto:LSuarez@hialeahfl.gov) or at facsimile number 305-883-5871. NOTE: NO QUESTIONS OF A MATERIAL NATURE CAN BE ANSWERED AFTER THE DEADLINE FOR RECEIPT OF COMPLETED PROPOSALS LISTED IN THE SCHEDULE SECTION OF THIS RFP, AND NO PART OR PORTION OF YOUR PROPOSAL IN RESPONSE TO THIS RFP, CAN BE SENT VIA FAX, UNLESS SPECIFICALLY REQUESTED BY THE CITY.

### **3. ELIGIBILITY**

To be eligible to respond to this RFP, the Wrecker Company must be regularly engaged in the towing business in Dade County, Florida, have prior successful experience in

providing similar services during the past three (3) years, have satisfactory financial support, required equipment, and organization sufficient to ensure that they can satisfactorily provide the services if awarded a contract within one (1) month of proposal due date or a reasonable period of time thereafter. The Wrecker Company shall not have any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees.

Wrecker Companies meeting or exceeding the above eligibility requirements will be evaluated in accordance with evaluation criteria contained in the RFP and as further determined by the Selection Committee.

#### **4. DEFINITIONS**

Whenever the following terms or pronouns in place of them appear in the Contract Documents, the intent and meaning shall be interpreted as follows:

- a. City: Hialeah, Florida, the public body, agency, or instrumentality which is a party hereto and for which this Contract is to be performed.
- b. City Council: The present City Council of Hialeah, the legal representative of Hialeah, Florida, or their successors in office.
- c. Mayor: The administrative agent acting for and behalf of the City Council. Except where indicated to the contrary, in the administration of these documents it is meant to be his authorized representative or assistant.
- d. Wrecker Company: The party of the second part of the Contract. The individual, group, company or joint venture with whom a Contract has been made directly or through accredited representatives, that may have entered into a Contract with Hialeah, Florida, and who is responsible for the acceptable performance of the work for which he has contracted and also for the payment of all legal debts pertaining to the work.
- e. Proposer: The individual, group, company, or joint venture, etc., submitting a proposal for the services contemplated, acting directly or through a duly authorized representative. The term "Proposer" may be used interchangeably with "Wrecker Company".
- f. Proposal: The proposal shall include "Qualifications Statements", Rate Schedules, and all questionnaires, statements and affidavits required herein.
- g. Contract: The written agreement by and between the City and the Wrecker Company selected by the City Council pursuant to the terms of RFP.
- h. General Terms and Specifications: The directions, provisions, and requirements

contained herein or attached hereto, together with all written agreements made or to be made, setting out or relating to the method and manner of performing the work or to the quantities and qualities of materials and labor to be furnished under the Contract.

- i. Surety: The corporate bond company or individual which is bound by Surety Bond with and for the Wrecker Company, who is primarily liable, and which engages to be responsible for his acceptable responsibility of conditions regarding the bond(s) set forth herein.
- j. Surety Bond: A Cash Bond furnished by the Wrecker Company and his Surety with the proposal as a guaranty of the Proposer's good faith, ability and readiness to execute the Contract and the Contract Bond.
- k. Cash Bond: A certified check or cash amount furnished by the Wrecker Company in lieu of a Surety Bond for the Qualifications Statement Guarantee covering the same required amounts and providing the same guarantee as contained in the respective Surety Bond. A certified check or cash amount shall be furnished simultaneously with the respective, completed approved form of Cash Bond provided to the Proposer previously by the City as part of the Contract Documents. The Wrecker Company may deposit the above mentioned check or cash with the Finance Director of the City prior to the date for submittal of proposals and attach a receipt from the above City Officer to the Proposal as evidence of compliance with the requirements contained herein.
- l. Letter of Credit: An engagement by a bank made at the request of a customer and of a kind within the scope of ch. 675, Florida Statutes, that the issuer will honor drafts or other demands for payment upon compliance with the conditions specified in the credit.
- m. License: Permission to perform towing services for the City by initiation of the Police Department or other City departments or divisions.

## **5. MAYOR**

The administration of the Contract is vested in the Mayor, subject to the establishment of rates and fees, and the selection of Proposers, by the Hialeah City Council by resolution. The instructions of the Mayor are to be followed.

To prevent all disputes and litigation, it is agreed by the parties hereto that the Mayor shall decide all questions, difficulties and disputes of whatever nature which may arise relative to the interpretation, prosecution and fulfillment of the Contract, and as to the character and quality of any work done and his decisions upon all claims, questions, and disputes shall be final and conclusive upon the parties thereto.

The payment of any compensation, whatever may be its character or form or the giving of any gratuity, or the granting of any valuable favor by the Wrecker Company to any agent or representative of the Mayor, directly or indirectly, is strictly prohibited, and any such act on the part of the Wrecker Company will constitute a violation of the Contract.

**6. SCOPE OF WORK**

The proposed work called for in the RFP consists of providing police or city-initiated tow truck services and storage of towed or impounded motor vehicles as provided herein according to the Hialeah Code.

**7. CONTRACT PERIOD**

The Contract will be for a time period to be determined by the Hialeah City Council; the dates of service shall be determined by the Hialeah City Council. Once executed, the contract may be extended on a month to month basis, not to exceed twelve (12) months, at the City's option, if approved by the City Council.

Prior to extending any contract, and in exercising its discretion in its option rights, the City may review the Wrecker Company's past performance, record of complaints and compliance with the Contract terms.

The City reserves the right to direct any or all of the Proposers to provide services under the RFP during the extension period.

**8. RFP SCHEDULE OF EVENTS**

The anticipated schedule for the Proposals in response to the RFP and the selection of Proposers are as follows:

- |    |   |                  |
|----|---|------------------|
| 1. | RFP available for distribution              | January 7, 2013  |
| 2. | Newspaper Advertisement                     | January 7, 2013  |
| 3. | Deadline for RFP Inquiries                  | January 15, 2013 |
| 4. | Pre-qualifications Conference               | January 16, 2013 |
| 5. | Deadline for receipt of completed Proposals | January 22, 2013 |
| 6. | Begin Evaluation/Selection process          | January 22, 2013 |

February 12, 2013

9. **PRE-QUALIFICATIONS CONFERENCE**

A pre-qualifications conference will be held on January 16, 2013, at 11:00 a.m., at Third Floor Conference Room, City Hall, 501 Palm Avenue, Hialeah, Florida.

In order to maintain a fair and impartial competitive process, the City can only answer questions orally at the Pre-qualifications Conference and should avoid private oral communication with prospective Proposer(s) during the proposal preparation and evaluation period. Hence, this Pre-qualifications Conference will be the only opportunity for the Proposer(s) to ask questions orally as to form and content. Please respect this policy and do not attempt to query City personnel regarding this Request for Proposals except during the Pre-qualifications Conference.

Any other request for such interpretation should be in writing, e-mailed or faxed to: Purchasing Assistant, Luis Suarez at 305-883-5846, [LSuarez@hialeahfl.gov](mailto:LSuarez@hialeahfl.gov) or at facsimile number 305-883-5871, and to be given consideration must be received no later than January 15, 2013. Any and all such, interpretations and any supplemental instructions will be in the form of written Addenda to the RFP which, if issued, will be mailed by registered mail or hand-delivered to all prospective Proposers (at the respective addresses furnished for such purposes) prior to the date fixed for submittal of Completed Proposals. Failure of the Proposer to receive any such Addendum of interpretation shall not relieve any Proposer from any obligation under his or her Proposal as submitted. All addenda so issued shall become part of the RFP.



## **PART II**

### **QUALIFICATIONS**

## 1. PROPOSER'S QUALIFICATIONS

Failure to submit a complete Proposal, with all questions completely answered, may be grounds for disqualification of the Proposer. See "Qualification Statements and Format".

### A. EXPERIENCE

Proposers, whether they be individual, corporate, partnership, or joint venture, must have a minimum of three (3) consecutive years of experience within the last five years in towing and storage of vehicle operations, and must submit proof of this in their Qualifications Statements. The Proposer submitting a Proposal warrants the following:

- (a) If the Proposer is a corporation, at minimum one (1) of the Proposer's corporate officer(s) who will be the day-to-day on-site manager must have at least three (3) consecutive years of experience within the past five years in the towing and storage of motor vehicles.
- (b) If the Proposer is a partnership or individual, the individual himself or herself or the partner, who shall be responsible for the day-to-day on-site operation of the business and the supervision of the towing and storage required herein, shall have the experience identical to that required in (a) above. The Proposer shall present evidence thereof on the appropriate forms, attached hereto.
- (c) If the Proposer(s) is a newly formed Joint Venture, for the purposes of this Proposal, at least one of the Joint Venturers shall have the experience required in (a) above and present proof of that on the appropriate forms, attached hereto.
- (d) The Proposer(s) shall attach a resume stating job functions performed by the Proposer within the last three (3) years. This condition pertains to all persons stated in (a), (b), and (c) above and, if applicable, the day-to-day on-site manager. All resumes shall be complete at the time of submission of the Proposals in response to the RFP. If the City or the Selection Committee requires additional information from a Proposer after the submission date, the City or the Committee can, in their discretion, request additional information from the Proposer. Failure of the Proposer to have included the requested information at the time of the submission of the Proposal shall not act to disqualify the Proposer, unless, in its discretion, the City deems the submission non-responsive.
- (e) Proposers must submit a list of three (3) references. References should include the names and telephone numbers of the contact person representing the public (local, State and Federal) or private entity where the Proposer has performed, or has been awarded a contract for towing, storage and wrecker services.

1. **PROPOSER'S QUALIFICATIONS (Continued)**

B. CERTIFICATION/LICENSES

- (1) At the time of submittal of the completed Proposal, the Proposer must be authorized to do business in the State of Florida. If a corporation, the proposer must be incorporated under the laws of one of the states of the United States. Proof of compliance with this requirement shall be provided in the appropriate form, attached hereto.
- (2) At the time of submittal of the completed Proposal, the Proposer must be authorized to do business in the City of Hialeah. Proof of compliance with this requirement shall be provided by attaching a copy of the Towing License issued by the City of Hialeah Licensing Section with the appropriate form, attached hereto.
- (3) At the time of submittal of the completed Proposal, the Proposer must be authorized to conduct Towing and Storage of motor vehicles at the sites the Proposer intends to utilize in the performance of the services required under this contract. Proof of compliance with this requirement shall be provided by attaching copies of the occupational License issued by the City of Hialeah Licensing Section with the appropriate form, attached hereto.

C. FINANCIAL RESOURCES

The Proposer must have sufficient financial resources to maintain the level of service required herein and to furnish the necessary Letter of Credit and insurance. If the Proposer, or a predecessor company or organization, has filed for bankruptcy in the last three (3) years, the Proposer must provide information pertaining to the proceeding and outcome of the action.

## **2. OFFICE AND STORAGE FACILITIES REQUIREMENTS**

### **A. GENERAL**

The Proposer agrees to make available outside storage of minimum capacity, i.e., minimum number of vehicles for which storage must be provided, as indicated in Part II, Article 4, "Minimum Storage Capacity and Number of Tow Vehicles Required". The Proposer also agreed to provide a completely enclosed inside storage area of minimum capacity as indicated. Said structure shall provide complete protection from weather and unauthorized entry. All access to said structure shall be capable of being secured when required by the Hialeah Police Department. Also, inside storage facilities will be open to the Crime Laboratory of the Hialeah Police Department for technical processing when required, or to other Departmental personnel as required. The inside facility may be utilized by the Proposer during periods when the Hialeah Police Department does not require said area to be secured, but such area must be available immediately when so required.

All storage facilities shall be secured from unauthorized entry at all times. All facilities shall be manned 24 hours a day for security purposes. This requires the presence on the premises of all manned storage facilities, of an alert, awake and responsible person. Substitution by animals, call forwarding, video, or watchdogs will not be acceptable, unless the Hialeah Police Department approves an alternate security system. If the Proposer maintains more than one facility, each must be manned 24 hours a day. At their discretion, the Hialeah Police Department may accept an alternate security system. Such written approval shall be provided by the Licensing Administrator based on a recommendation of the Chief of Police.

The Proposer must provide proof of ownership or first party lease of all facilities; if a first party lease, it shall be for the life of the Contract. For each place of business (office and storage facilities), the Proposer shall provide a copy of the Certificate of Use and Occupancy. All office and storage facilities shall not be in violation of any applicable zoning regulations.

The property on which the office or storage facility is located shall be unencumbered by any tax lien.

The established place of business and the storage facilities shall be adjacent to one another. Storage facilities located across the street or within immediate proximity of the office may be considered acceptable at the discretion of the Committee.

Office shall include telephone, restroom facility, customer waiting area and workspace (i.e., desk, phone). The Proposer shall notify the Hialeah Police Department of any additional telephone numbers or changed numbers.

The office and storage facility shall be separate from any other business or enterprise.

**2. OFFICE AND STORAGE FACILITIES REQUIREMENTS (Continued)**

The facility shall be easily accessible to the general public and shall have the business name and mailing address on the front of the building.

All Wrecker Companies shall provide a wall enclosure or enclosures for storage lots of at least 60,000 square feet, in compliance with the provisions of the Hialeah Code; and be located in the City of Hialeah.

Minimum storage facility hours are from 8 a.m. to 6 p.m., Monday through Friday; 10 a.m. to 3 p.m. on Saturdays; Sundays and holidays excluded.

All Wrecker Companies shall not charge for the first eight business hours of storage to a vehicle owner whose vehicle was stolen and recovered in Hialeah. Residency shall be determined by the address on a valid, current vehicle registration certificate of the vehicle owner. All vehicle owners shall be charged for storage only on days when the Wrecker Company operates its office for vehicle release for at least six hours. No storage fee shall be charged for any vehicle if such vehicle is stored less than six hours prior to release.

Communications: The Proposer shall provide a 2-way radio communication system. The communication system shall be between the Proposer's base station and all tow and service trucks utilized in providing police service.

**B. OUTSIDE STORAGE**

- (a) Shall be capable of being secured (walls or fences, gates and locks).
- (b) Shall be kept and maintained to include the removal of junk tires and auto parts, the trimming of all shrubbery, trees and lawns (fence line and grounds).
- (c) The storage lot shall have adequate drainage to prevent standing water after rainstorms.

**C. INSIDE STORAGE (Minimum 4 vehicle spaces required)**

- (a) Shall be capable of being secured.
- (b) Paved floor, i.e., concrete or asphalt, in a condition acceptable by the Inspection Team (Free of dirt, standing water, vegetation).
- (c) Working area of 12' x 20' per vehicle with at least an 8' ceiling.
- (d) Electrical lighting source sufficient to permit processing of vehicles.

- (e) At least one outside window or a ventilation system.
- (f) May not be located on the physical plant (grounds) of another business; i.e., inside storage must be located inside the physical plant of the Wrecker Company's business.

### 3. EQUIPMENT REQUIREMENTS

#### A. WRECKERS

All wreckers will be registered and shall have appropriate licenses to operate as wreckers.

The Proposer's towing license number shall be displayed on the front of the vehicle in letters at least three (3) inches high.

The company name (or name of Joint Venture) shall be displayed on the driver and passenger side of the vehicle in letters at least three (3) inches high.

The company's address (or address of Joint Venture) and telephone number shall be displayed on the driver and passenger side of the vehicle in letters at least one (1) inch high.

All wreckers shall display a current decal issued by the City of Hialeah Licensing Section.

The Proposer shall produce evidence of ownership or valid first party lease of the required number of wreckers and slide back car carriers.

Each Proposer agrees to maintain mobile equipment of a minimum quantity as indicated in Part II, Article 4, "Minimum Storage Capacity And Number Of Tow Vehicles Required". All equipment shall be maintained in a state of readiness for response as delineated in the Contract and be for the sole use of the Proposer.

The Proposer agrees to have no markings on either vehicles, buildings, or correspondence that indicates or tends to indicate any official relationship between the Proposer and the Hialeah Police Department, Miami-Dade County, or any police agency.

(a) *Wrecker classifications.* Wrecker companies operating within the city shall comprise of the following classifications:

(1) *Class A wrecker.*

a. Commercially manufactured unit, with a rated capacity

of not less than 10,000 pounds, gross vehicle weight (GVW), according to the manufacturer's identification plate. If there have been any modifications to the truck chassis that changes the GVW, documentation from the dealer or manufacturer supporting the changes must be provided.

- b. Cab to axle dimension of not less than 56 inches.
- c. Dual rear wheels.
- d. Commercially manufactured hydraulic boom with a minimum total winching capacity of 8,000 pounds.
- e. Hydraulically operated winch or winches with a minimum total winching capacity of 8,000 pounds.
- f. 100 feet of 3/8 inch steel core cable per winch.
- g. Hydraulically operated wheel lift with retracted rating of not less than 3,500 pounds and an extended rating of not less than 2,000 pounds.
- h. Tow sling or tow bar with a safe lift rating of 3,500 pounds.
- i. Two 3/8 inch high-test safety chains.
- j. Dolly equipped.
- k. One motorcycle sling.
- l. Four-way lug wrench.
- m. One pair of jumper cables.
- n. Air tank.
- o. Tire plug kit to fix flat tires.

(2) *Class A slide back car carrier.*

- a. Commercially manufactured unit, with a rated capacity of not less than 14,500 pounds, GVW.
- b. Cab to axle dimension of not less than 102 inches.
- c. Dual rear wheels.
- d. 17 feet or longer hydraulically operated slide back or tilt bed.
- e. Hydraulically operated winch or winches with a minimum total winching capacity of 8,000 pounds.
- f. 65 feet of 3/8 inch steel core cable per winch.
- g. Two tie-down chains, each ten feet in length.
- h. Four-way lug wrench.
- i. One pair of jumper cables.

(3) *Class B wrecker.*

- a. Commercially manufactured unit, with a rated capacity of not less than 18,000 pounds, GVW, according to manufacturer's identification plat. Any modifications to

increase GVW must be documented by the dealer or manufacturer.

- b. Cab to axle dimension of not less than 84 inches.
- c. Commercially manufactured boom or booms with a minimum total capacity of 24,000 pounds.
- d. Hydraulically operated winch or winches with a minimum total winching capacity of 24,000 pounds.
- e. 200 feet of ½ inch steel core cable for each winch.
- f. Hydraulically operated under reach with a retracted rating of not less than 10,500 pounds and an extended rating of not less than 8,500 pounds.
- g. Two 5/16 inch alloy safety chains.
- h. Tow bar or two-sling equipped.
- i. Two snatch blocks, minimum of 8,000-pound capacity for each.
- j. Two scotch blocks.
- k. Brake lock.
- l. Six to eight feet of extra towing chain with hooks, minimum 5,000-pound capacity.
- m. Four-way lug wrench.
- n. One pair of jumper cables.

(4) *Class B slide back car carrier.*

- a. Commercially manufactured unit, with a rated capacity of not less than 20,000 pounds, GVW, according to the manufacturer's identification plat. Any modifications to increase the GVW must be documented by the dealer or manufacturer.
- b. Cab to axle dimension of not less than 138 inches.
- c. Dual rear wheels.
- d. 21 feet or longer hydraulically operated slide back or tilt bed.
- e. Hydraulically operated winch or winches with a minimum winching capacity of 8,000 pounds.
- f. 65 feet of 3/8 inch steel core cable.
- g. Two tie-down chains, each ten feet in length.
- h. One snatch block, minimum 8,000-pound capacity.
- i. Four-way lug wrench.
- j. One pair of jumper cables
- k. Commercial nonrestricted license plate.

(5) *Class C wrecker.*

- a. Commercially manufactured unit, with a rated capacity of not less than 30,000 pounds, GVW, according to the



manufacturer's identification plate. Any modification to increase GVW must be documented by the dealer or manufacturer.

- b. Cab to bogey dimension of not less than 144 inches.
- c. Commercially manufactured boom or booms with a minimum total capacity of 50,000 pounds.
- d. Hydraulically operated winch or winches with a minimum total winching capacity of 50,000 pounds.
- e. 200 feet of 5/8 inch steel core cable per winch.
- f. Hydraulically operated under reach with a retracted rating of not less than 25,000 pounds and an extended rating of not less than 12,000 pounds.
- g. Rear support jacks or outriggers.
- h. Two 1/2 inch alloy safety chains.
- i. Tow bar or tow-sling equipped.
- j. External air hookup and minimum hoses to supply air to disabled vehicles.
- k. Two snatch blocks, minimum 24,000-pound capacity for each.
- l. Two scotch blocks.
- m. Spring brake-air lock.
- n. Six to eight feet of extra towing chain with hooks, minimum 4,000-pound capacity.

(6) *Class D wrecker.*

- a. Commercially manufactured unit, with a rated capacity of not less than 52,000 pounds, GVW, according to the manufacturer's identification plate. Any modification to increase GVW must be documented by the dealer or manufacturer.
- b. Cab to bogey dimension of not less than 180 inches.
- c. Commercially manufactured boom or booms with a minimum total capacity of 70,000 pounds.
- d. Hydraulically operated winch or winches with a minimum total winching capacity of 70,000 pounds.
- e. 200 feet of 3/4 inch steel core cable per winch.
- f. Hydraulically operated under reach with a retracted rating of not less than 45,000 pounds and an extended rating of not less than 12,000 pounds.
- g. Rear support jacks or outriggers.
- h. Two 1/2 inch alloy safety chains.
- i. Two bar or tow-sling equipped.
- j. External air hookup and minimum hoses to supply air to disabled vehicles.

- k. Two snatch blocks, minimum 24,000-pound capacity for each.
- l. Spring brake-air lock.
- m. Two scotch blocks.
- n. Six to eight feet of extra towing chain with hoods, minimum 4,000-pound capacity.

(7) *Class E. Wrecker*

- a. 53 feet in length.
- b. Tilt-bed wrecker with a capacity to transport and carry a Hialeah System Transit bus.

(b) *Required equipment for each wrecker.*

- (1) At least one heavy-duty push broom.
- (2) Flood lights on hoist to illuminate scene at night.
- (3) One shovel.
- (4) One axe.
- (5) One pinchbar, prybar or crowbar.
- (6) Each wrecker shall have dollies.
- (7) Minimum of one four-pound CO2 fire extinguisher or similar approved extinguisher.
- (8) Two red flags at least 12 inches square.
- (9) Six flambeaux or six 30-minute road fuses.
- (10) Six traffic cones (day-glow orange, 24 inches high)
- (11) Cutting torch available, if requested by HPD.
- (12) Amber lights installed on the front, rear and on each side and a revolving beacon light mounted on top of the wrecker.
- (13) Wreckers must be kept in a presentable condition and equipped with fenders.
- (14) All wreckers utilized by the towing company must be painted with the same color and the name of the company and

must be printed with visible lettering and an identification number on both sides of the wreckers. Each wrecker shall be identified by individual number. The city shall be provided with a current list of assigned numbers.

(15) Suitable storage area for perishables and valuable items obtained or secured from wrecked or impounded vehicles.

(16) Minimum of 50 pounds of sand.

(17) Two-way radio.

(18) Proper safety lights.

(19) One set of three reflectors.

(20) First aid kit—minimum 16 units.

(21) Such other equipment as deemed necessary by the city.

(22) City decal.

4. **MINIMUM STORAGE CAPACITY AND NUMBER OF TOW VEHICLES REQUIRED**

For each license awarded and contract signed by the Proposer and the City, the Proposer agrees to maintain storage spaces and mobile equipment of the following minimum quantity:

A. Minimum OUTSIDE STORAGE capacity: 60,000 square feet

B. Minimum INSIDE STORAGE capacity: 4 vehicles

C. Minimum number of WRECKERS required:

Five (5) Class "A" Wreckers  
(At least Two (2) shall be Class "A" Wreckers and Two (2) shall be Class "A" Slide back car carriers)

One (1) Class "B" Wrecker

One (1) Class "B" Slide back car carrier

Two (2) Class "C" Wreckers (At least one (1) of which shall be under reach equipped)

One (1) Class "E" Wrecker is required, tilt-bed wrecker,  
53-foot in length with capacity to transport and  
carry a Hialeah Transit System bus

OR

One (1) Class "D" Wreckers are recommended but not required.

**PART III**  
**APPLICATION FEE**

1. **APPLICATION FEE**

Each completed Proposal shall be accompanied by an application fee in the form of a Certified, Cashier's or Treasurer's check, or a Bank Draft of any State or National Bank, payable to the City of Hialeah, Florida, or by a surety bond prepared on the form of surety bond included within these documents, duly executed by the Proposer as principal and having thereon a satisfactory surety company in the amount of Eight Hundred Dollars (\$800.00), as a guarantee that the successful Proposer(s) will, within ten (10) days after the prescribed Contract forms are presented to the Proposer for signature, provide the necessary insurance and Letter of Credit required herein and execute the Agreement with the City of Hialeah.

2. **SECURITY FOR PAYMENT OF ADMINISTRATIVE FEES (LETTER OF CREDIT)**

The Proposer who is awarded a license shall submit at the time of return of the fully executed Contract, an irrevocable Letter of Credit in the amount of Seventy-five Hundred Dollars and No cents (\$7,500.00). The irrevocable Letter of Credit is to assure payment to the City on a monthly basis the administrative fee collected in accordance with the approved fee schedule. This letter of credit is to be submitted once the Proposer(s) has/have been selected and a contract has been executed.

The irrevocable Letter of Credit shall be subject to approval by the City Attorney and shall serve to ensure that adequate funds are and will remain available at a sound and reputable banking or financial institution authorized to do business in the State of Florida. The irrevocable Letter of Credit shall be in effect for the length of time required to complete the work under contract, and in a form to allow the City to procure the funds irrevocably committed to complete the required services if performance of those obligations shall be in default.

Moreover, in the event payment is not forthcoming, as required, the City reserves the right to make claim for this payment against the Letter of Credit. Should the City make claim against the Letter of Credit, the Proposer shall furnish another Letter of Credit in the same amount as indicated above.

Notwithstanding the foregoing, the City shall allow, as an alternative security for payment of administrative fees, a performance and payment bond in the amount of \$7,500.00 in a form and with a surety acceptable to the Risk Manager.

3. **POWER OF ATTORNEY**

Attorneys-in-fact who sign bonds must file with such bond a certified copy of their power of attorney to sign said bond.

**PART IV**  
**ADDITIONAL REQUIREMENTS**

## 1. INDEMNIFICATION

The Proposer will be responsible for and will and does hereby release and relieve the City of Hialeah and hold and defend it harmless from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses which may be imposed upon or incurred by the City by reason of loss of life, personal injury and/or damages to property occurring during the course of, or as a result of, the Proposer rendering services under contract with the City, or any other losses, occasioned in whole or in part by the negligence of the Proposer, its agents or employees.

The Proposer shall defend, indemnify and save harmless the City of Hialeah and its agents and employees against and from all liabilities, obligations, damages, penalties, claims, costs, expenses and attorney's fees which may be imposed upon or incurred by or asserted against the City of Hialeah and/or its agents by reason of any of the foregoing occurring during the term of the Contract or during any extended period of performance.

All Wrecker Companies must establish and show proof of public liability and property damage insurance in the amounts of \$500,000.00, an excess liability umbrella policy of \$1,000,000.00 and any additional insurance coverage as established by the Risk Management Division. Wrecker Companies shall maintain garage keeper's legal liability insurance acceptable to the Risk Manager. The City of Hialeah must be named as an additional insured on all insurance policies.

## 2. INSURANCE

- A. All insurance policies required must be secured no later than ten (10) days after the prescribed Contract forms are presented to the Proposer for signature. The Proposer agrees to secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. Each such policy shall be in the name of the Proposer and shall be maintained in at least the limit fixed with respect hereto, and shall cover all of the Proposer's operations hereunder, and shall be effective throughout the effective period hereof.

It is not the intent of this schedule to limit the types of insurance required herein:

- (1) Worker's compensation and employer's liability insurance as required by statute.
- (2) Garage liability insurance in an amount not less than \$100,000.00 per occurrence for bodily insurance and property damage combined, endorsed to include:
  - (a) Automobile service operations



- (b) Garage keeper's legal liability covering perils of fire and explosion, theft of an entire vehicle, riot and civil commotion, vandalism, and malicious mischief.
  - (3) Automobile liability insurance covers all owned, non-owned, and hired vehicles used in connection with the work, in an amount not less than \$500,000.00 per occurrence for bodily injury and property damage combined.
- B. The Proposer agrees that the insurance coverage required shall include those classifications as are listed in standard liability insurance manuals, which most nearly reflect the operations of the Proposer.
- C. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida.

The company must be rated no less than "A" as to management, and not less than Class X" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City Risk Management Division, or companies holding a valid Florida certificate of authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Guaranty Fund.
- D. The Proposer agrees to furnish certificates of insurance to the City, subject to approval of the Risk Manager of the City, prior to the commencement of operations, and thereafter thirty (30) days prior to the expiration dates of the policies, which certificates shall clearly indicate that the Proposer has obtained insurance of the type, amount, and classifications as-required for strict compliance with this Article and that no material change or cancellations of the insurance shall be effective without thirty (30) days prior written notice to the City. The Proposer further agrees, upon request of the City, to furnish photocopies of the insurance agreements required herein.
- E. The Proposer agrees that compliance with the foregoing requirements shall not relieve the Proposer of his liability and obligations under this Article or under any other portion of the Contract.
- F. Failure to maintain the insurance required above shall be just grounds for suspension or termination of the Contract.

3. **ORDINANCES AND LAWS**

The Proposer agrees to abide by all ordinances, laws and statutes, either local, State, or Federal which may apply to the type of business providing the services required herein.

The Proposer shall comply with all the requirements of the "Americans With Disabilities Act" (ADA).

4. **EMPLOYEES**

The Proposer shall submit the names of all individuals whom the Proposer intends to utilize in the performance of this Contract, to the Hialeah Police Department's Vehicle Research Unit. The Proposer shall provide all the information required in Part V, Article 7, "Qualifications Statements Content and Format", "Personnel", for each such individual. The City has the right to reject any individual proposed for use in the contract work.

The Proposer shall be responsible, except as otherwise prohibited by law, for the acts of their employees.

5. **NON-DISCRIMINATION IN EMPLOYMENT**

In connection with the execution of the Contract, the Proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The Proposer shall take affirmative action to ensure that employees are treated fairly during employment, without regard to their race, religion, color, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.

6. **INSPECTIONS AND AUDITS**

The Proposer agrees that all the records, equipment, personnel, office and storage facilities will be subject to periodic checks and audits by properly designated representatives of the City, without prior notice by the City.

**PART V**  
**PREPARATION OF PROPOSAL**  
**QUALIFICATION STATEMENTS**

**1. EXAMINATION OF DOCUMENTS**

The Proposer is required to examine carefully the Request for Proposals, including the RFP, questionnaires, statements, and affidavits for the services contemplated, and it will be assumed that the Proposer has investigated and is fully informed as to the nature of the services to be performed and as to the requirements of the RFP.

**2. REJECTION OF IRREGULAR PROPOSALS**

A proposal may be considered irregular, and may be rejected, if the proposal shows omissions, alterations of form, or irregularities of any kind. Any irregularities may be waived by the City in its discretion.

**3. WITHDRAWAL OF PROPOSALS**

No proposal can be withdrawn after it is filed unless the Proposer makes his request in writing to the City prior to the time set for the submittal of Proposals, or unless the City fails to accept it within ninety (90) days after the deadline for submittal of completed Proposals.

**4. EXPENSE OF PROPOSAL**

The Proposer understands and agrees that it will be entitled to no more than its cost of preparation of the Proposal in response to the RFP, should it not be awarded a license and a court of competent jurisdiction later determines that it should have been awarded a license.

**5. QUALIFICATIONS STATEMENTS OPEN TO PUBLIC**

Proposers are hereby notified that all information submitted as part of, or in support of, Qualifications Statements will be available for public inspection in compliance with Chapter 286, Florida Statutes, known as the "Government in the Sunshine Law", after the Qualifications Statements and/or other documentation is opened.

6. **QUALIFICATIONS STATEMENTS CONTENT AND FORMAT**

A. CONTENT

Qualifications Statements shall contain each of the documents enumerated below, each fully completed, signed, with corporate seal affixed or notarized, as applicable. Qualifications Statements submitted which do not include the prescribed documents properly executed may be deemed nonresponsive and therefore not considered for contract award. It is within the discretion of the City to determine whether the Qualifications Statement is responsive or nonresponsive.

Each Qualifications Statement shall contain the following information:

- (1) Corporate Information (form)
- (2) Office and Storage Lots Information (form)
- (3) Equipment (form)
- (4) Application Fee
- (5) Principals, Owners, Stockholders (form)
- (6) Resumes
- (7) Personnel (form)
- (8) Financial Condition
- (9) References, Company Experience (form)
- (10) Past Performance and Complaints (form)
- (11) Overall Ability of the Proposer to Meet All RFP Requirements (form)
- (12) Sworn Statement (Public Entity Crimes)

The completed documents shall be provided in the Proposal.

B. FORMAT

It is the responsibility of each Proposer(s) to complete all the forms and statements listed in Section A above, and submit these in a sealed envelope with the Proposer's name and address and entitled "Police/City Tow Truck Services

Contract". Failure to include all of the forms may deem your proposal non-responsive, as determined by the City within its discretion.

(1) Corporate Information

This form must be completed and signed by the appropriate party.

If the Proposer is an individual or operates under a trade name, the Proposer must attach a copy of his or her City Towing License.

If the Proposer is a partnership, the Proposer must provide the names of the individual partners and attach a copy of:

- (a) The partnership agreement
- (b) If a limited partnership, a copy of the Certificate of Limited Partnership filed with the Department of State
- (c) City of Hialeah Towing License for the partnership

If the Proposer is a Corporation, the Proposer(s) must attach a copy of:

- (a) Corporate Charter
- (b) Proof of Registration with the Florida Secretary of State
- (c) A complete list of Officers and Directors
- (d) City of Hialeah Towing License

If the Proposer is a Joint Venture, the Proposer(s) must attach, for each member of the Joint Venture, a copy of:

- (a) Corporate Charter
- (b) Proof of Registration with the Florida secretary of State
- (c) A complete list of Officers and Directors
- (d) A copy of the Joint Venture Agreement
- (e) City of Hialeah Towing License for the Joint Venture

(2) Office and Storage Lots Information

Representatives of the Hialeah Police Department and the Licensing Section shall conduct on-site inspections of each Proposer's office and storage facilities to ascertain if the facility complies with the detailed requirements specified in these contract documents, such as access to the site, facilities available to the public, and condition of the storage lot (capacity, security, drainage, lighting, etc.)

By submitting a Qualifications Statement, the Proposer agrees to allow inspections of the Proposer's facilities in order for the City to ascertain whether the facilities meet the requirements specified herein.

At the time of submittal of Qualifications Statements, the Proposer(s) must be authorized to conduct Towing and Storage of motor vehicles at the sites the Proposer intends to utilize in the performance of the services required under this contract. Attach copies of the Occupational Licenses, issued by the City for each site listed.

(3) Equipment

Proposers shall identify, by wrecker class, make, year and license tag number, the vehicles to be utilized in the performance of the Contract. Indicate whether the vehicle is owned or leased and, if leased, the method of acquisition intended and the date of acquisition intended by the Proposer. Where the vehicle is not owned or leased on the date of the Qualifications Statements submission, the Proposer must submit written documentation evidencing a conditional lease. In any event, to pass Step Two of the evaluation process, the Proposer must own or lease all vehicles required and must have them available for the City's inspection within the ten (10) day inspection period stipulated in Part VI, "Evaluation / Selection Process".

(4) Application Fee

The application fee must be submitted with the application, unless waived by other provisions of this RFP.

(5) Principals, Owners, Stockholders

The Proposer must submit names and addresses of all persons having a financial interest in the business, such as individual owners, partners, limited partners, officers, directors, and stockholders owning and controlling fifteen percent or more of the stock of the Proposer.

This form must be signed by an officer of the Proposer(s), if a corporation or joint venture, or the individual or partner. The Proposer(s) must affix the proposing organization's corporate seal to this document, and in the absence of a corporate seal this form must be notarized by a Notary Public.

(6) Resume

All Proposers shall include the resume of either the corporate officer, joint venturer, individual or partner who will be responsible for the day-to-day management of the contract. The resume should give a description of the job functions performed by the Proposer during the last three (3) years. If the Proposer intends to operate the business with a day-to-day manager other than the Proposer, then the Proposer shall submit the resume of the manager, who must also meet the same requirements.

(7) Personnel

The Proposer must furnish the information requested regarding the persons the Proposer intends to utilize in the performance of the work. Identify with specificity the individual(s) who shall act as the official representative of the Proposer.

(8) Financial Condition

If the Proposer, or a predecessor company or organization, has filed for bankruptcy in the last three (3) years, provide information pertaining to the proceeding and outcome of the action.

(9) References, Company Experience

The Proposers shall complete this form reflecting the experience of the Proposer.

(10) Past Performance and Complaints

The Proposer shall provide a list of lawsuits (excluding County Court) taken against him/her as a result of towing, storage and wrecker services within the last three (3) years regardless of lawsuit's outcome. Past performance on City contracts and government contracts, past complaints by the using departments and/or the general public as reflected in the files of HPD and Licensing Section may also be considered during the evaluation process.

(11) Overall Ability of the Proposer to Meet All RFP Requirements

The Proposer shall furnish a narrative statement describing the Proposer's ability to meet all RFP requirements, the capacity to perform the contract or services, and the ability of the Proposer to comply with the schedule of commencement and completion of the work or services as required by the City.

(12) Overall Ability of the Proposer to Meet Emergency Situations

The Proposal shall furnish a statement describing the Proposer's ability to assist the City, if not on rotation as first responder, during an emergency event (hurricane, flooding, tornado, as examples) and for the first three to five days immediately following the emergency event.



**PART VI**  
**EVALUATION/SELECTION PROCESS**

## **1. QUALIFICATIONS STATEMENTS EVALUATION**

The Qualifications Statements will be evaluated by a Selection Committee appointed by the Mayor comprised of appropriate City staff from various departments.

### **A. STEP ONE**

Upon receipt of Proposals, the City Clerk will open all Proposals and the Licensing Section examine the Proposals to determine whether the Proposer has submitted the following information (see "Qualifications Statements Content and Format"), properly executed, with the Qualifications Statement:

- (1) Corporate Information (form), containing the Proposer's Towing License number and all information listed on the form.
- (2) Payment of Application Fee, unless waived.
- (3) The Office and Storage Lots Information (form)
- (4) The Equipment (form)

In the City's discretion, the City may deem a Proposal nonresponsive and reject the Proposal if the information requested is not properly submitted.

### **B. STEP TWO**

The evaluation of the Proposers remaining in consideration after the initial review above will be conducted as follows:

- (1) A field inspection of the equipment, office and storage facilities will be conducted in order to determine compliance with the contract documents. This shall also include review of the documentation submitted regarding equipment and facilities as well as the proof of the necessary licensing and permits.

All contract specifications regarding equipment, office and storage facilities must be met no later than ten (10) calendar days after the inspection.

1. **QUALIFICATIONS STATEMENTS EVALUATION (Continued)**

- (2) If, after the 10-day inspection period, the storage facility and equipment are deemed acceptable, the Selection Committee will review and evaluate all other required Qualifications Statements.

In the event the Proposer's facilities and/or equipment fail to pass inspection within the 10-day inspection period, the Proposer may not be considered for contract award, within the City's discretion.

C. **STEP THREE**

The third and final step in the evaluation/selection process will be as follows:

The Evaluation/Selection Committee will evaluate those Proposers who have passed steps one and two above with the following evaluation criteria. The Committee will evaluate each Proposer on each of the criterion listed below. The evaluation criteria are as follows:

- (1) Ability of proposer to exceed initial qualifications requested.
- (2) Specific geographic location.
- (3) Previous experience demonstrating competence to perform the work involved in the project.
- (4) Background and experience of the specific persons who will be involved in the work described in this proposal, based on information supplied by the Proposer, and background investigation on the principals, company owners, and the wrecker drivers of the company.
- (5) Overall ability of the firm to meet RFP requirements and the capacity to perform the contract or services.
- (6) Conditions of impound lot facilities such as lighting, fencing, security of the lot, parking surface (graveled, asphalt, drainage), etc.
- (7) Building and facilities for general public retrieving vehicles (such as clean rest rooms, waiting area), etc.
- (8) Past performance on City contracts and government contracts, past complaints by the using departments and/or the general public as reflected in the files of HPD and the Licensing Department. Past performance dealing with emergency events such as storms, flooding, tornados and hurricanes within the last 18 months involving work with the City of Hialeah.

- (9) Equipment now owned and for use in the City, such as number of units, condition of units, units owned, the availability and adaptability in relation to needs of the City.
- (10) Prior and existing compliance with the applicable ordinances and resolutions of the City, Miami-Dade County and the laws, rules and regulations of the State of Florida and the United States.
- (11) The ability to comply with the schedule of the commencement and completion of the work or services as required by the City. The ability to assist the City in the case of an emergency event (during and for two to three days following the emergency). An emergency would be an event involving flooding of areas within the City, a tornado or hurricane causing damage within the City.
- (12) The financial ability to furnish the necessary Letter of Credit and insurance.
- (13) The financial condition of the proponent and, sufficiency of the financial resources.

The City reserves the right, after the receipt of Qualifications Statements, to require submittal of additional information as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of the Proposer in making the award in the best interest of the City.

The City Council reserves the right to reject any Proposer based on record of prior service to the City, i.e., substantiated complaints received by the City concerning misconduct on the part of the Proposer such as excessive charges, poor business practices, damage to vehicles, theft of personal property, etc. The City Council reserves the right to reject any Proposal if it determines the selection of the Proposer would not result in the selection of the most responsive and responsible Proposer.

## **2. PROPOSER SELECTION PROCESS**

All Proposers whose Qualifications Statements pass the evaluation process shall be eligible to continue in the selection process outlined below.

In the event there are more Proposers meeting the Qualifications requirements than there are Contracts available, the City, within its sole discretion, shall be the sole judge of which Proposer(s) shall be awarded a License based on the location and quality of the facilities, past experience and performance, condition and quantity of equipment available, and other qualifications set forth within this Request for Qualifications, and that which is in the best interest of the City.

Upon completion of evaluation of the Proposer's qualifications, the Selection Committee will report its findings as to the relative merits of each Proposer and submit its recommendation in order of preference to the Mayor for his review.

The Mayor will submit the Committee's recommendation, with or without his approval or comment, to the City Council for approval and award of the licenses. The Mayor may decline to make any comment on the Committee's recommendations. The Law Department shall be responsible for the preparation of contract documents.

The City reserves the right to waive any irregularities in any Qualifications Submittal, to reject any and all submittals, to re-advertise for Qualifications as desired, and upon recommendation and justification by the Hialeah Police Department and Licensing Section to accept the Proposal which, in the judgment of the City, is deemed the most advantageous for the public and the City.

**PART VII**  
**CONTRACT ADMINISTRATION**

1. **ASSIGNMENT**

The Proposer agrees not to assign, transfer, subcontract, pledge, surrender, or otherwise encumber or dispose of the Contract, or any interest in any portion of same, without consent of the City Council.

2. **CANCELLATION**

The Proposer agrees that the Mayor and City Council may cancel this Agreement without penalty after providing thirty (30) days written notice thereof. The Proposer further agrees that the Mayor and City Council may cancel the Contract upon noncompliance of the Proposer with any requirement, specification, or provision of the Contract.

3. **NOTICE AND SERVICE THEREOF**

All notices given by the City under the provisions of this Contract shall be in writing and services of same may be served in any of the following manners via:

- a. By delivery of such notice to the Proposer or to any officer of the Proposer if said Proposer be a corporation, or to any agent or superintendent of the Proposer.
- b. By mailing such notice by registered mail to the address of the Proposer shown on the Proposer's Proposal.

4. **INDEPENDENCE OF AGREEMENT**

It is understood and agreed that nothing herein contained is intended, or should be construed, as in any way treating or establishing the relationship of copartners between the parties hereto, or as constituting the Proposer as the agent, representative or employee of the City for any purpose, or in any manner whatsoever. The Proposer shall remain an independent Proposer with respect to all services performed under the Contract.

**PART VIII**  
**SERVICE REQUIREMENTS**



1. **SERVICE REQUIREMENTS**

A. Request for Tow Service

All police requests for tow service and removal of traffic hazards shall be made through the Hialeah Police Department. The Hialeah Police Department reserves the right to cancel a request for services of a participating Proposer at any time prior to the time of hookup. Hookup consists of a complete mechanical connection. The Proposer agrees that the mere response to a service call scene without other action does not constitute a service for which charges are applicable.

B. Response Time and Delays

The Proposer agrees that response to requests for police service made through the Hialeah Police Department Communications Bureau shall be handled within a reasonable period of time. The Proposer agrees to respond within twenty (20) minutes of the receipt of request for service or to notify the Hialeah Police Department Communications Bureau of the delay. The Hialeah Police Department retains the right to cancel such a request for service and to use the services of another participating Proposer on the rotation list and if none available, to other qualified wrecker companies.

C. Compliance With Mileage Rates

The Proposer agrees that any vehicle released at the scene by the Hialeah Police Department shall be towed to any location the owner or driver requests within the limits of the City of Hialeah at mileage rates in accordance with the City-approved rate structure.

D. Clean Up

Tow truck operators shall be responsible for removing glass and/or other debris from the street as a result of a traffic accident to which he is responding for the City. This debris shall be placed in a suitable container and removed by the tow truck operator and shall in no case be left at the curbside.

E. Storage Procedures for Vehicles

The Proposer agrees to provide storage for all impounded vehicles in the outside storage area unless specific written instructions are given for inside storage by the impounding officer. Specific written instructions for inside storage include any language indicated in the "Reason for Hold" block of the Vehicle Storage Receipt stating "Crime Scene Processing", "Fingerprinting", "Latents", "Lab Processing", or any other words detailing a need to store a vehicle inside. Once the necessary processing is completed and the hold is released, the Proposer may, at his option, keep the vehicle stored inside; however, only outside storage rates may be charged after the release of the hold.

The Hialeah Police Department will not authorize release of the vehicle until provisions are made for payment of the original towing charge to the Proposer.

F. Protection of Vehicles and Property

In addition to the responsibility of providing security for impounded vehicles, the Proposer agrees to assume responsibility for any articles of value left in the vehicle and listed on the vehicle storage receipt. The Proposer agrees to replace any such article upon verification of the loss by the designated investigative agency.

G. Attendant on Duty

The Proposer agrees to make available on a twenty-four (24) hour basis attendants and equipment for immediate response to calls for service from the Hialeah Police Department. In addition, the Proposer shall have adequate personnel to staff the facility from 8:00 a.m. to 6:00 p.m., Monday through Friday; 10 a.m. to 3 p.m. on Saturdays; Sundays and holidays excluded, for the purpose of releasing vehicles to owners, and agrees to further provide on-call personnel to release vehicles between 7:00 p.m. and 7:00 a.m., at the request of the Hialeah Police Department Communications Shift Commander for emergency purposes only.

H. Additional service to Fire Department

At the Fire Department's request, up to fifteen (15) wrecked cars per year will be provided to the Fire Department by the contracted towing wreckers. The total cost of each vehicle shall not exceed \$10.00. This cost includes both the towing to and removal from a location within the City as designated by the Fire Department.

I. Impounding Vehicles

The Proposer agrees to impound such vehicles as requested by the police officer. The Proposer agrees that it is the duty of the police officer on duty to determine when a vehicle should be impounded and that the tow truck operator shall abide with the decision made by the police officer.

J. Location Changes of Impounded Vehicles

The Proposer agrees not to change the type of storage (inside or outside) without written instructions from the Hialeah Police Department. The Proposer also agrees not to change the storage facility location without written permission from the Hialeah Police Department. The storage location for each vehicle shall be the storage location specified in the Qualifications Submittal and approved by the Hialeah Police Department. In no case shall an owner/representative be required to respond to any other location to obtain possession of a vehicle.

K. Impound Reports & Owner Notification

The Proposer agrees that the police officer on the scene will be responsible for obtaining the information required on the vehicle storage receipt. The Proposer further agrees that the wrecker driver will not remove a vehicle from the scene without a copy of the storage receipt.

The Proposer shall be responsible for notifying the registered owner or agent of the location of the vehicle within forty-eight (48) hours of impoundment, by certified mail, if the owner's identity has been supplied on the vehicle storage receipt, and if not, as soon thereafter as the information is received in accordance with F.S. 713. The Proposer agrees to maintain a log at the place of business listing date, time, and method of notification.

L. Investigative Tows - Vehicles With "Hold" Orders

The Proposer agrees that vehicles impounded with a "hold" order pursuant to Hialeah Police Department instructions may be stored for a period of up to five (5) workdays at a storage charge not to exceed \$5.00 per day. Saturdays, Sundays and legal City holidays shall not be included as part of the five (5) day period and shall not be assessed storage charges. The towing charge for each tow shall not exceed \$10.00. After that time, if the vehicle will need to be held for an extended period, the City of Hialeah may have the vehicle removed to a City storage facility by a contract wrecker, with the City reserving the right to utilize any other wrecker if it so desires.

The owner of the vehicle may be charged for the storage and towing, in accordance with the rate structure of the agreement, with storage charge not to exceed \$5.00 per day for the five (5) day period above. After the five (5) day period, or after twenty-four (24) hours after the "hold" is released, the Proposer may charge the appropriate Contract rate. Administrative charges will not be assessed on vehicles relocated to a City storage facility. Vehicles relocated to a City storage facility but not returned to the owner will accrue no storage charges to the City of Hialeah.

M. Secondary Tows

The rate for a Secondary Tow (a tow from the Proposer's storage facility to another location) shall not exceed the rate structure set forth herein for the initial tow. No City Administrative Fee shall be assessed for secondary tows.

N. Releases

The Proposer agrees to directly release any vehicle which has not been marked "HOLD", providing the proper proof of identification and ownership is presented. The Proposer further agrees that any vehicle towed in, which is marked "HOLD", cannot be released without written authority from the Hialeah Police Department.

The Proposer agrees that the release of any vehicle towed in at the request of the Hialeah Police Department will be authorized only to the owner with sufficient identification or to the person whose name appears on the title or registration certificate as the registered owner of the vehicle or to the authorized agent of such person. Persons who make application for the release of such vehicle shall be required to present proof of ownership by presentation of a title or registration and where applicable, proof of agency.

The Proposer agrees that when the foregoing conditions cannot be met because of unusual or extraordinary circumstances, the following staff units of the Hialeah Police Department will be notified and are authorized to approve the release:

1. \_\_\_\_\_
2. \_\_\_\_\_

The Proposer agrees to advise the Hialeah Police Department in writing of all vehicles which are left with "HOLDS" for over five (5) days. No vehicle with a "HOLD" is to be sold at auction. Proposers agree not to sell vehicles at auction which have had "HOLD" on them until after 45 days after "HOLD" have been released.

- O. The Proposer agrees to provide towing services of incapacitated city vehicles at \$10.00 for each tow. The City may pay the actual cost of a tow under unusual circumstances (i.e. submerged vehicles, incapacitated fire or solid waste trucks). The City may elect to have the vehicle towed to the city storage lot or other designated city facility.

2. **ANCILLARY SERVICES**

Any ancillary services are to be performed only if required and appropriate. If any such charges are questioned by the Hialeah Police Department and such ancillary services were not noted on the Vehicle Storage receipt by the impounding officer, it shall be the Proposer's responsibility to prove the validity of such charges.

3. **ETHICS AND CONDUCT**

The Proposer agrees to conduct business in a courteous, orderly, ethical and businesslike manner and to use every means to obtain and keep the confidence of the motoring public.

As this contract is very sensitive in nature, dealing primarily with services to the public, all Proposers are required to extend, within reason, common courtesies to the public such as:

1. When possible, expedite the release of the vehicles in accordance with the terms of this document.

2. Assist the vehicle owner when arriving for pickup of his vehicle in matters such as retrieving documentation from inside the vehicle when requested by the owner, to document ownership.
3. Allow the owner to remove such personal items as eyeglasses, medicine, wallet or purse, credit cards, radios and telephones.

In the event the Proposer disregards the terms or conditions of the Contract, charges excessive fees, does not respond within the period set forth in the Contract, the Hialeah Police Department and/or the Licensing Section shall have the authority to take the following actions:

For First Offense - issue a "Letter of Warning" detailing the violation of the Contract Documents.

For Second Offense - suspend the Proposer's operations under the Contract for forty-eight (48) hours and utilize the wrecker of another company during this period.

For Third Offense - suspend the Proposer's operations under the Contract for ninety-six (96) hours and utilize the wrecker of another company during this period.

Subsequent offenses may result in longer suspensions or revocation of license.

For the purpose of determining if contractual violations are a first or subsequent offense, violations will be maintained on record for the duration of the contract.

The Proposer agrees that when in suspension, the Proposer cannot tow by assignment or be involved in any other operations administered by the Hialeah Police Department (except for release of vehicles or moving of vehicles already in his possession). However, this article in no way affects the City's right to cancel the Contract under the provisions of Part VII, Article 3, "Cancellation".

#### **4. VIEWING OF IMPOUNDED VEHICLES**

The Proposer agrees to allow the registered owner of an impounded vehicle or the registered owner's agent or insurance representative (upon proper identification) to view and photograph said vehicle on the premises of the Proposer within the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday, 10 a.m. to 3 p.m. Saturday, Sundays and holidays excluded, without any restrictions or requirements, other than proof of ownership or agency.

All Proposers shall permit every vehicle owner or authorized representative to inspect the towed vehicle immediately upon his/her arrival at the storage site and before payment of any charges.

The vehicle owner or his authorized representative shall be permitted to remove from the vehicle any and all personal possessions inside but not limited to radios and telephones, and all Proposers shall assist any vehicle owner/agent in doing so. No release or waiver of any kind which would release the authorized representative at the time of retrieval may be required as a condition of release of the vehicle.

NOTE: The above provisions regarding the inspection, viewing and photographing of a towed vehicle and the release of personal property do not apply to vehicles marked "HOLD" by the Hialeah Police Department. Upon release of the "HOLD" by the HPD, the above provisions would become applicable.

The making of payment or provisions for payment in no way shall be construed that the terms of this contract have been terminated. Termination of the contract terms occurs when the vehicle is removed from the Proposer's storage facility in accordance with this contract or as provided in Part VII, Article 3, "Cancellation", whichever occurs first.

## **5. REPORTS AND FILES**

The Proposer agrees to maintain at the place of business the following:

- A. A vehicle storage receipt of each impounded vehicle on the premises.
- B. A log of all calls for service by the Hialeah Police Department on a monthly basis.
- C. A notification log indicating date, time, and method of notification to the registered owner of an impounded vehicle.
- D. A continuing log by month of all vehicles which have remained unclaimed for thirty (30) days or more. The Proposer agrees that a copy of this log will be forwarded to the \_\_\_\_\_ Unit on the first Monday of each month, and that said files and logs will be available for inspection and checking during normal working hours by the \_\_\_\_\_ Unit.
- E. An accounting of all Administrative Fees which are owed to the City of Hialeah.

## **6. RATE STRUCTURE**

The applicable tow rate structure for each classification shall depend upon the requirements of the vehicle, to be towed, rather than the actual tow truck used; e.g., if a Class "B" wrecker is used to tow a sedan, the Class "A" rate structure shall be the basis for charges imposed.

The Proposer agrees that the fees published herein and made a part of the Contract, shall

be the maximum fees charged to the owner and/or operator on all Hialeah Police Department originated requests for a wrecker, regardless of whether it was a police initiated action or "at the owner's request".

Maximum rates permitted under the Contract:

<u>ITEM DESCRIPTION</u>		<u>RATE</u>
A. Storage Rates or Charges (Per Day)		
(1) Inside-Interior		
(a)	Motorcycles or Scooters	\$ 12.00
(b)	Any vehicle less than 20 feet in length and 8 feet in width	\$ 25.00
(c)	Any vehicle over 20 feet in length	\$ 40.00
(2) Outside-Exterior		
(a)	Motorcycles or Scooters	\$ 10.00
(b)	Any vehicle less than 20 feet in length and 8 feet in width	\$ 20.00
(c)	Any vehicle over 20 feet in length	\$ 30.00
(3) Boat and Trailer (Owner's Unit)		
(a)	Unit under 20 feet in length	\$ 20.00
(b)	Unit 21 feet to 35 feet in length	\$ 35.00
(c)	Unit over 35 feet in length	\$ 45.00
B.	Tow Rate Class "A" Tow Truck and Class "A" Car Carrier, including:	\$ 85.00
(1) First 30 minutes at the scene		
(2) Unlocking door		

- (3) Dropping/hooking up linkage
- (4) Wheel lift equipment
- (5) Use of Dolly

C. Tow Rate Class "B" Tow Truck including: \$ 145.00

- (1) First 30 minutes at the scene
- (2) Unlocking door
- (3) Dropping/hooking up linkage
- (4) Under reach equipment

D. Tow Rate Class "C" Tow Truck including: \$ 200.00

- (1) First 30 minutes at the scene
- (2) Unlocking door
- (3) Dropping/hooking up linkage
- (4) Removal of air dams, shafts or axles
- (5) Air hookup
- (6) Under reach equipment

E. Tow Rate Class "D" Tow Truck including: \$ 240.00

- (1) First 30 minutes at the scene
- (2) Unlocking door
- (3) Dropping/hooking up linkage
- (4) Removal of air dams, shafts or axles
- (5) Air hookup
- (6) Under reach equipment



F.	Tow Rate Class "B" or "C" Car Carrier including:	\$ 240.00
	(1) First 30 minutes at the scene	
	(2) Unlocking door	
	(3) Dropping/hooking up linkage	
	(4) Removal of air dams, shafts or axles	
	(5) Air hookup	
	(6) Under reach equipment	
G.	Tow Rate Class "B" or "C" Car Carrier including:	\$145.00
	(1) First 30 minutes at the scene	
	(2) Unlocking door	
	(3) Dropping/hooking up linkage	
H.	Use of Contractor's Boat Trailer, any length, including storage, per day:	
	(1) Trailer up to 18 feet in length	\$50.00
	(2) Trailer 18 to 30 feet in length	\$75.00
	(3) Trailer over 30 feet in length	\$150.00
I.	Special and additional charges	
A.	Extra labor or extra waiting time after the first 30 minutes at the scene, per 15 minute increment	
	1. Class "A" tow truck or Slide Back Car Carrier	\$20.00
	2. Class "B" tow truck or Class "B" or "C" Car Carrier	\$35.00
	3. Class "C" tow truck	\$45.00
	4. Class "D" tow truck	\$55.00

5.	Class "E" tow truck	\$55.00
B.	Extra truck, when required, per 15 minute increment	
1.	Class "A" tow truck or Slide Back Car Carrier	\$20.00
2.	Class "B" tow truck or Class "B" or "C" Car Carrier	\$35.00
3.	Class "C" tow truck	\$45.00
4.	Class "D" tow truck	\$55.00
5.	Class "E" tow truck	\$55.00
C.	Each mile or fraction	
1.	Class "A" tow truck or Slide Back Car Carrier	\$2.75
2.	Class "B" tow truck or Class "B" or "C" Car Carrier	\$3.50
3.	Class "C" tow truck	\$4.50
4.	Class "D" tow truck	\$4.75
5.	Class "E" tow truck	\$4.75
J.	Investigative Tow (Tows with Police Hold)	
(1)	Tow charge	\$10.00
(2)	Storage charge, per day, during period of Hold	\$5.00
(3)	Secondary Police Tow charge (Tow from Contractor's lot to Police lot)	\$10.00

- H. ADMINISTRATIVE FEE TO CITY OF HIALEAH  
Per tow, in addition to the towing charge, excluding  
investigative tows and tows at owners request, payable  
each month on the fifteenth day following the month  
the vehicle is released. \$20.00
- I. MAXIMUM ADMINISTRATIVE FEE CHARGED  
BY THE WRECKER COMPANY  
Per tow, for administrative services actually performed \$10.00

**7. SPECIAL AND ADDITIONAL CHARGES**

- A. All Wrecker Companies shall accept cash, cashier's checks, money orders, major credit cards or debit cards for payment.
- B. Vehicle owners whose vehicles are stolen and recovered within the city shall not be charged for the first eight hours of storage. Storage hours are only those hours when the vehicle release office is open for business. Residency shall be determined by the address on the valid, current vehicle registration certificate of the vehicle owner. All vehicle owners shall charge for storage only on days when the wrecker company operates its office for vehicle release for at least six hours. No storage fee shall be charged for any vehicle if such vehicle is stored less than six hours prior to release.
- C. Wrecker companies shall provide towing services of incapacitated city vehicles for \$10.00 for each tow. The city may elect to have the vehicle towed to the city storage lot or other designated city facility or to the storage facility of the Wrecker Company. Wrecker companies shall provide towing services for abandoned or junked vehicles at no charge to the city. All abandoned, junked or mechanically incapacitated vehicles must be towed to a licensed Wrecker Company, junk yard or automobile storage location that conducts business, as a permitted or granted use within the designated zoning district of the premises, inside a masonry wall.
- D. Vehicles impounded and stored as the Wrecker Company's facility for processing as trial evidence or for forfeiture may be stored for a period of up to five days (Saturdays, Sundays and holidays excluded) at \$5.00 for each day of storage. The towing charge for each tow shall not exceed \$10.00. These rates shall apply only to vehicles that are not released or returned to the owner or lien holder within five days. If the Wrecker Company stores an impounded vehicle in its storage facility for five days, the Wrecker Company shall immediately notify the city in writing that the vehicle has not been released. If the vehicle is not returned to the owner or lien holder within five days of storage, the vehicle may be towed to the city storage lot upon written request of the city. A stolen recovered vehicle and/or parts in which an auto theft detective has placed a hold solely for VIN verification is not an investigative tow upon which a detective places a hold for processing for forfeiture or evidentiary purposes.
- E. Waiting time and extra labor: Cost of any waiting time or extra labor (i.e., "retrieving", special handling) accomplished within thirty (30) minutes of arrival at the scene shall be included in the base tow rate. If, and only if, such waiting time or extra labor consumes more than thirty (30) minutes, an extra waiting time or extra labor charge per fifteen (15) minutes or any fraction thereof, may be assessed by the Proposer commencing thirty (30) minutes after arrival at the scene.
- F. The Proposer agrees that any extra waiting time or extra labor charge

authorization should be made by the officer on the scene, whenever possible, and so indicated in writing on the vehicle storage receipt.

- G. No charges may be imposed other than those specified in the contract rate structure except as follows: A maximum charge not exceeding \$15.00 (not as an automatic "add-on", but only when required to comply with state law.) may be imposed by the Proposer for administrative services, processing of paperwork, clerical work or title research. Administrative charges refer to and include verification of a VIN; search of vehicle for ownership information; preparation of paperwork required by state law; preparation and mailing of the notification letter(s); and preparation of vehicle for auction, including notification to owner and/or lien holder as the case may be.

Actual fees required by out-of-state agencies may be added to the above charge. The actual fees required by local Tag Agencies may be added to the above charges, but shall not exceed \$2.00 per vehicle.

- H. Contract rates are applicable from the day the vehicle arrives at the facility to the day the vehicle leaves the facility (not withstanding the provisions of Part VIII, Article 9, "Billing"), regardless of whether the owner signs the vehicle over to an insurance company. Hence, no charges may be imposed such as special inspection or release charges and administrative fees. The wrecker company shall charge only those fees specifically allowed by the City of Hialeah.

- I. The Proposer agrees that when requested by the Hialeah Police Department, to deliver a vehicle, vessel, or other item to the Hialeah Police Department Special Holding lot and when a set time is established for such delivery and the Proposer does not respond within thirty (30) minutes after the set time, the Proposer may be liable for payment of waiting time to The City of Hialeah. Any charge for such waiting time shall commence thirty (30) minutes after the agreed delivery time and will be at the same rate as that indicated in the Contract rate structure to a maximum of 3 hours.

If the Proposer is requested to deliver any vehicle, vessel, or other item to the Special Holding Yard on a specific date and cannot comply, storage charges will stop on that day unless otherwise authorized by the Hialeah Police Department Vehicle Research Unit.

- J. The Proposer shall not charge a fee; e.g., "Gate Fee", for allowing the owner/agent to remove the released vehicle from his property or the Proposer moving the vehicle to a location where the owner/agent can take possession of the vehicle.
- K. Wrecker Companies that wish to grant a discount to senior citizens and/or crime victims for towing and storage rates shall indicate their proposed discounted rates, in writing, and submit same with the Proposals.

8. **BILLING (On All HPD Originated Requests)**

The Proposer agrees to itemize all bills, to number all bills in correspondence with the applicable Hialeah Police Department tow sheet number, and to submit carbon copies of the original of all bills to the Hialeah Police Department on a monthly basis. In the event a Hialeah Police Department tow sheet number is not issued, the Proposer shall insert "at the owner's request" in the applicable space and submit carbon copies as heretofore indicated.

A typical bill (invoice) has been included with these documents indicating thereon the necessary information that will be included on all bills involved with tow truck services. A copy of the bill shall be attached to the copy of the vehicle storage receipt from the Hialeah Police Department. The Proposer's bill must provide for the Administrative fee paid to the City of Hialeah. The City of Hialeah reserves the right to require the Proposer to modify his invoice to comply with the typical invoice included herein if in the opinion of the HPD the Proposer's invoice does not contain all required information. **THE BILL MUST BE COMPLETELY FILLED OUT.**

All Proposers must prominently post, in the area designated for the vehicle owner or his authorized agent to transact business, a notice in letters not smaller than 1/2" in height, advising the owner/agent of his/her right to request and review a complete schedule of the charges and rates for towing services provided at police request for the jurisdiction within which the police order to tow was made. Such notification shall also be affixed to or printed on each invoice submitted to the owner/agent of the towed vehicle.

All Proposers shall advise any vehicle owner or authorized representative who calls by telephone prior to arriving at the storage site of the following:

- a. each and every document or other thing which must be produced to retrieve the vehicle;
- b. the exact charges as of the time of the telephone call and the rate at which charges accumulate after the call;
- c. the acceptable methods of payment;
- d. the hours and days the storage site is open for regular business.

All Proposers shall display, on the same sign as the rate schedule notice required above, the following statement:

- a. We accept cash, cashier's checks, money orders or valid traveler's check;
- b. valid bank credit or debit card.

All Proposers shall display, on the same sign as the rate schedule notice required above, the following statement:

### **TO THE VEHICLE OWNER**

If you believe that you have been overcharged for the services rendered, you may contact the Hialeah Police Department's \_\_\_\_\_ Unit, at \_\_\_\_\_. You do not have to pay your bill to get your car. Instead, you have the right to post a bond in the Circuit Court, payable to (Name of person providing service) in the amount of the final bill for services rendered, and file a complaint within five (5) days of the time you have knowledge of the location of the vehicle, and the Court will decide later who is right. If you show us a valid Clerk's certificate showing that you have posted a bond, we must release your vehicle to you immediately. This remedy is in addition to other legal remedies you may have. Florida Statutes §713.76, §713.78.

#### **9. RESPONSIBILITY FOR PAYMENT**

The City is not responsible for payment of charges imposed by the Proposer in accordance with the Contract Rate Structure.

#### **10. COMPLAINTS AND DISPUTES**

The Proposer agrees that any complaints received by the Hialeah Police Department, Licensing Section, or any other City Department concerning misconduct on the part of the Proposer, such as excessive charges, poor business practices, damage to vehicles, etc., will be referred to the Licensing Section for appropriate action.

The HPD shall notify that Proposer of any complaints within five (5) working days of receipt of any such complaint. The Proposer shall have the right to respond to all complaints or provide any additional information within twenty (20) working days after notification by the HPD. The Proposer shall furnish all information requested by the HPD for investigation of the complaint.

The Proposer further agrees that the disposition of all complaints by the Police Department shall be final and binding (except as provided below) and the Proposer shall satisfy all portions of any sustained complaint within twenty (20) working days of their notification of the final disposition of the complaint. Such notification shall be in writing.

The Proposer may appeal any dispositions of any complaint by the Licensing Administrator. Such hearing shall be recorded by electronic means or transcribed and all relevant evidence, including hearsay evidence, may be considered. The Licensing Administrator shall furnish the Proposer a written decision within twenty (20) days of the conclusion of the hearing.

The Proposer agrees to make any complaints concerning the Hialeah Police Department

to the Mayor, who will take appropriate action as required.

The Proposer agrees that any complaints concerning thefts from an impounded vehicle will be investigated by the affected Hialeah Police Department and the theft report will be forwarded by the Hialeah Police Department and appropriate action taken.

**12. RESOLUTION OF COMPLAINTS**

The Proposer agrees to make all attempts to resolve all complaints to the satisfaction of all parties. If all attempts to resolve a complaint fail, the complainant must be referred to the Hialeah Police Department Vehicle Research Unit.



## **INSURANCE REQUIREMENTS**

Please refer to Part IV of the City of Hialeah Wrecker/Towing Services Request for Proposals for complete insurance requirements.

All wrecker companies must establish and show proof of public liability and property damage insurance in the amounts of \$500,000.00, an excess liability umbrella policy of \$1,000,000.00 and any additional insurance coverage as established by the Risk Management Division. Wrecker companies shall maintain garage keeper's legal liability insurance acceptable to the Risk Manager. The City of Hialeah must be named as an additional insured on all insurance policies.

- A. All insurance policies required must be secured no later than ten (10) days after the prescribed Contract forms are presented to the Proposer for signature. The Proposer agrees to secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. Each such policy shall be in the name of the Proposer and shall be maintained in at least the limit fixed with respect hereto, and shall cover all of the Proposer's operations hereunder, and shall be effective throughout the effective period hereof.
- B. The Proposer agrees to furnish certificates of insurance to the City, subject to approval of the Risk Manager of the City, prior to the commencement of operations, and thereafter thirty (30) days prior to the expiration dates of the policies, which certificates shall clearly indicate that the Proposer has obtained insurance of the type, amount, and classifications as-required for strict compliance with this Article and that no material change or cancellations of the insurance shall be effective without thirty (30) days prior written notice to the City. The Proposer further agrees, upon request of the City, to furnish photocopies of the insurance agreements required herein.
- B. Failure to maintain the insurance required above shall be just grounds for suspension or termination of the Contract.

## **ATTACHMENT A**

**MAKE SURE ALL COMPLETED FORMS ARE SIGNED AND DATED.**

### **REFERENCES, COMPANY EXPERIENCE**

**For the preceding three (3) year period, please list the project or contract name and number and the name and telephone number of the contact person representing the public (local, State and Federal) or private entity where the Proposer has performed or has been awarded a contract for towing storage and wrecker services. For each contract or project, also list the date and locations where the performance of the work took place.**

## ATTACHMENT B

### **PROPOSER'S AFFIDAVIT THAT IT MEETS MINIMUM QUALIFICATIONS**

**Attachment B must be signed by an officer of the Proposer and must be either notarized or, in the instance of a corporation, must have the Proposer's corporate seal affixed.**

The Licensing Section will first conduct a review to determine whether Proposers meet the minimum qualifications as spelled out in this Attachment B. The City will visit the sites of those Proposers who submit a proposal that meets the minimum requirements. The visits will include a thorough inspection of the Proposer's facility and a review that the proposer meets all minimum qualifications. As part of the review of minimum qualifications for this RFP, the City will request that inspection reports be provided to the Selection Committee for review of meeting minimum qualifications. The City will call the Proposer's contact person for this RFP to schedule a time for this inspection. It is the responsibility of the Proposer to make sure that the Proposer is completely ready for this inspection and that the Proposer has all items identified on Attachment B prepared for inspection, as this inspection will be essential to determine the proposer's ability to meet the minimum qualifications. The City will also inspect all Proposer's facilities that are selected, hereunder, as potential contractors for performing towing services. This inspection will determine whether or not the Proposer meets the requirements as stated in this RFP. Again, it is the responsibility of the Proposer to make sure all items are ready for inspection by the City. This Affidavit shall be completed and submitted as part of the Proposal in response to the RFP.

#### **1. PROPOSER'S QUALIFICATIONS**

Failure to submit the Qualifications Forms, with all questions completely answered, may be grounds for disqualification of the Proposer. See "Qualification Statements and Format".

##### **A. EXPERIENCE**

Proposers, whether they be individual, corporate, partnership, or joint venture, must have a minimum of three (3) consecutive years of experience within the last five years in towing and storage of vehicle operations, and must submit proof of this in their Qualifications Statements. The Proposer submitting this Proposal warrants the following:

- (a) If the Proposer is a corporation, at minimum one (1) of the Proposer's corporate officer(s) who will be the day-to-day on-site manager must have at least three (3) consecutive years of experience within the past five years in the towing and storage of motor vehicles.
- (c) If the Proposer is a partnership or individual, the individual himself or herself or the partner, who shall be responsible for the day-to-day on-site

operation of the business and the supervision of the towing and storage required herein, must have the experience identical to that required in (a) above. The Proposer must present evidence thereof on the appropriate forms, attached hereto.

- (c) If the Proposer(s) is a newly formed Joint Venture, for the purposes of this Proposal, at least one of the Joint Venturers must have the experience required in (a) above and present proof of that on the appropriate forms, attached hereto.
- (d) The Proposer(s) shall attach a resume stating all job functions performed by the Proposer within the last three (3) years. This condition pertains to all persons stated in (a), (b), and (c) above and, if applicable, the day-to-day on-site manager. Please make an effort to submit a complete resume. However, an incomplete resume will not be grounds in and of itself to reject a response to the RFP.
- (e) Proposers must submit a list of three (3) references. References must include the names and telephone numbers of the contact person representing the public (local, State and Federal) or private entity where the Proposer has performed, or has been awarded a contract for towing, storage and wrecker services.

## **2. PROPOSER'S QUALIFICATIONS (Continued)**

### **B. CERTIFICATION/LICENSES**

- (1) At the time of submittal of Qualifications Statements, the Proposer must be authorized to do business in the State of Florida. If a corporation, the proposer must be incorporated under the laws of one of the states of the United States. Proof of compliance with this requirement shall be provided in the appropriate form, attached hereto.
- (2) At the time of submittal of Qualifications Statements, the Proposer must be authorized to do business in the City of Hialeah. Proof of compliance with this requirement shall be provided by attaching a copy of the Towing License issued by the City of Hialeah Licensing Section with the appropriate form, attached hereto.
- (3) At the time of submittal of Qualifications Statements, the Proposer must be authorized to conduct Towing and Storage of motor vehicles at the sites the Proposer intends to utilize in the performance of the services required under this contract. Proof of compliance with this requirement shall be provided by attaching copies of the occupational License issued by the City of Hialeah Licensing Section with the appropriate form, attached hereto.

### **C. FINANCIAL RESOURCES**

The Proposer must have sufficient financial resources to maintain the level of service required herein and to furnish the necessary Letter of Credit and insurance. If the Proposer, or a predecessor company or organization, has filed for bankruptcy in the last three (3) years, the Proposer must provide information pertaining to the proceeding and outcome of the action.

## **2. OFFICE AND STORAGE FACILITIES REQUIREMENTS**

### **A. GENERAL**

The Proposer agrees to make available outside storage of minimum capacity, i.e., minimum number of vehicles for which storage must be provided, as indicated in Part II, Article 4, "Minimum Storage Capacity and Number of Tow Vehicles Required". The Proposer also agreed to provide a completely enclosed inside storage area of minimum capacity as indicated. Said structure shall provide complete protection from weather and unauthorized entry. All access to said structure shall be capable of being secured when required by the Hialeah Police Department. Also, inside storage facilities will be open to the Crime Laboratory of the Hialeah Police Department for technical processing when required, or to other Departmental personnel as required. The inside facility may be utilized by the Proposer during periods when the Hialeah Police Department does not require said area to be secured, but such area must be available immediately when so required.

All storage facilities shall be secured from unauthorized entry at all times. All facilities shall be manned 24 hours a day for security purposes. This requires the presence on the premises of all manned storage facilities, of an alert, awake and responsible person. Substitution by animals, call forwarding, video, or watchdogs will not be acceptable, unless the Hialeah Police Department approves an alternate security system. If the Proposer maintains more than one facility, each must be manned 24 hours a day. At their discretion, the Hialeah Police Department may accept an alternate security system. Such written approval shall be provided by the Licensing Administrator based on a recommendation of the Chief of Police.

The Proposer must provide proof of ownership or first party lease of all facilities; if a first party lease, it shall be for the life of the Contract. For each place of business (office and storage facilities), the Proposer shall provide a copy of the Certificate of Use and Occupancy. All office and storage facilities shall not be in violation of any applicable zoning regulations.

The property on which the office or storage facility is located shall be unencumbered by any tax lien.

The established place of business and the storage facilities shall be adjacent to one another. Storage facilities located across the street or within immediate proximity of the office may be considered acceptable at the discretion of the Committee.

Office shall include telephone, restroom facility, customer waiting area and workspace (i.e., desk, phone). The Proposer shall notify the Hialeah Police Department of any additional telephone numbers or changed numbers.

The office and storage facility shall be separate from any other business or enterprise.

The facility shall be easily accessible to the general public and shall have the business name and mailing address on the front of the building.

All Wrecker Companies shall provide a wall enclosure or enclosures for storage lots of at least 60,000 square feet, in compliance with the provisions of the Hialeah Code; and be located in the City of Hialeah.

Minimum storage facility hours are from 8 a.m. to 6 p.m., Monday through Friday; 10 a.m. to 3 p.m. on Saturdays; Sundays and holidays excluded.

All Wrecker Companies shall not charge for the first eight business hours of storage to a vehicle owner whose vehicle was stolen and recovered in Hialeah. Residency shall be determined by the address on the valid, current vehicle registration certificate of the vehicle owner. All vehicle owners shall be charged for storage only on days when the Wrecker Company operates its office for vehicle release for at least six hours. No storage fee shall be charged for any vehicle if such vehicle is stored for less than six (6) hours prior to release.

Communications: The Proposer shall provide a 2-way radio communication system. The communication system shall be between the Proposer's base station and all tow and service trucks utilized in providing police service.

#### B. OUTSIDE STORAGE

- (b) Shall be capable of being secured (walls or fences, gates and locks).
- (b) Shall be kept and maintained to include the removal of junk tires and auto parts, the trimming of all shrubbery, trees and lawns (fence line and grounds).
- (c) The storage lot shall have adequate drainage to prevent standing water after rainstorms.

#### C. INSIDE STORAGE (Minimum 4 vehicle spaces required)

- (c) Shall be capable of being secured
- (d) Paved floor, i.e., concrete or asphalt, in a condition acceptable by the Inspection Team (Free of dirt, standing water, vegetation)
  - (c) Working area of 12' x 20' per vehicle with at least an 8' ceiling
  - (d) Electrical lighting source sufficient to permit processing of vehicles
  - (e) At least one outside window or a ventilation system

- (f) May not be located on the physical plant (grounds) of another business; i.e., inside storage must be located inside the physical plant of the wrecker company's business

### 3. EQUIPMENT REQUIREMENTS

#### C. WRECKERS

All wreckers will be registered and shall have appropriate licenses to operate as wreckers.

The Proposer's towing license number shall be displayed on the front of the vehicle in letters at least three (3) inches high.

The Company name (or name of Joint Venture) shall be displayed on the driver and passenger side of the vehicle in letters at least three (3) inches high.

The Company's address (or address of Joint Venture) and telephone number shall be displayed on the driver and passenger side of the vehicle in letters at least one (1) inch high.

All wreckers shall display a current decal issued by the City of Hialeah Licensing Section.

The Proposer shall produce evidence of ownership or valid first party lease of the required number of wreckers and slide back car carriers.

Each Proposer agrees to maintain mobile equipment of a minimum quantity as indicated in Part II, Article 4, "Minimum Storage Capacity And Number Of Tow Vehicles Required". All equipment shall be maintained in a state of readiness for response as provided in the Contract and be for the sole use of the Proposer.

The Proposer agrees to have no markings on either vehicles, buildings, or correspondence that indicates or tends to indicate any official relationship between the Proposer and the Hialeah Police Department, Miami-Dade County, or any police agency.

(a) *Wrecker classifications.* Wrecker Companies operating within the city shall comprise of the following classifications:

(1) *Class A wrecker.*

- a. Commercially manufactured unit, with a rated capacity of not less than 10,000 pounds, gross vehicle weight (GVW), according to the manufacturer's identification



plate. If there have been any modifications to the truck chassis that changes the GVW, documentation from the dealer or manufacturer supporting the changes must be provided.

- b. Cab to axle dimension of not less than 56 inches.
- c. Dual rear wheels.
- d. Commercially manufactured hydraulic boom with a minimum total winching capacity of 8,000 pounds.
- e. Hydraulically operated winch or winches with a minimum total winching capacity of 8,000 pounds.
- f. 100 feet of 3/8 inch steel core cable per winch.
- g. Hydraulically operated wheel lift with retracted rating of not less than 3,500 pounds and an extended rating of not less than 2,000 pounds.
- h. Tow sling or tow bar with a safe lift rating of 3,500 pounds.
- i. Two 3/8 inch high-test safety chains.
- j. Dolly equipped.
- k. One motorcycle sling.
- l. Four-way lug wrench.
- m. One pair of jumper cables.
- n. Air tank.
- o. Tire plug kit to fix flat tires.

(2) *Class A slide back car carrier.*

- a. Commercially manufactured unit, with a rated capacity of not less than 14,500 pounds, GVW.
- b. Cab to axle dimension of not less than 102 inches.
- c. Dual rear wheels.
- d. 17 feet or longer hydraulically operated slide back or tilt bed.
- e. Hydraulically operated winch or winches with a minimum total winching capacity of 8,000 pounds.
- f. 65 feet of 3/8 inch steel core cable per winch.
- g. Two tie-down chains, each ten feet in length.
- h. Four-way lug wrench.
- i. One pair of jumper cables.

(3) *Class B wrecker.*

- a. Commercially manufactured unit, with a rated capacity of not less than 18,000 pounds, GVW, according to manufacturer's identification plat. Any modifications to increase GVW must be documented by the dealer or manufacturer.

- b. Cab to axle dimension of not less than 84 inches.
- c. Commercially manufactured boom or booms with a minimum total capacity of 24,000 pounds.
- d. Hydraulically operated winch or winches with a minimum total winching capacity of 24,000 pounds.
- e. 200 feet of ½ inch steel core cable for each winch.
- f. Hydraulically operated under reach with a retracted rating of not less than 10,500 pounds and an extended rating of not less than 8,500 pounds.
- g. Two 5/16 inch alloy safety chains.
- h. Tow bar or two-sling equipped.
- i. Two snatch blocks, minimum of 8,000-pound capacity for each.
- j. Two scotch blocks.
- k. Brake lock.
- l. Six to eight feet of extra towing chain with hooks, minimum 5,000-pound capacity.
- m. Four-way lug wrench.
- n. One pair of jumper cables.

(4) *Class B slide back car carrier.*

- a. Commercially manufactured unit, with a rated capacity of not less than 20,000 pounds, GVW, according to the manufacturer's identification plat. Any modifications to increase the GVW must be documented by the dealer or manufacturer.
- b. Cab to axle dimension of not less than 138 inches.
- c. Dual rear wheels.
- d. 21 feet or longer hydraulically operated slide back or tilt bed.
- e. Hydraulically operated winch or winches with a minimum winching capacity of 8,000 pounds.
- f. 65 feet of 3/8 inch steel core cable.
- g. Two tie-down chains, each ten feet in length.
- h. One snatch block, minimum 8,000-pound capacity.
- i. Four-way lug wrench.
- j. One pair of jumper cables
- k. Commercial nonrestricted license plate.

(5) *Class C wrecker.*

- a. Commercially manufactured unit, with a rated capacity of not less than 30,000 pounds, GVW, according to the manufacturer's identification plate. Any modification to increase GVW must be documented by the dealer or

manufacturer.

- b. Cab to bogey dimension of not less than 144 inches.
- c. Commercially manufactured boom or booms with a minimum total capacity of 50,000 pounds.
- d. Hydraulically operated winch or winches with a minimum total winching capacity of 50,000 pounds.
- e. 200 feet of 5/8 inch steel core cable per winch.
- f. Hydraulically operated under reach with a retracted rating of not less than 25,000 pounds and an extended rating of not less than 12,000 pounds.
- g. Rear support jacks or outriggers.
- h. Two 1/2 inch alloy safety chains.
- i. Tow bar or tow-sling equipped.
- j. External air hookup and minimum hoses to supply air to disabled vehicles.
- k. Two snatch blocks, minimum 24,000-pound capacity for each.
- l. Two scotch blocks.
- m. Spring brake-air lock.
- n. Six to eight feet of extra towing chain with hooks, minimum 4,000-pound capacity.

(6) *Class D wrecker.*

- a. Commercially manufactured unit, with a rated capacity of not less than 52,000 pounds, GVW, according to the manufacturer's identification plate. Any modification to increase GVW must be documented by the dealer or manufacturer.
- b. Cab to bogey dimension of not less than 180 inches.
- c. Commercially manufactured boom or booms with a minimum total capacity of 70,000 pounds.
- d. Hydraulically operated winch or winches with a minimum total winching capacity of 70,000 pounds.
- e. 200 feet of 3/4 inch steel core cable per winch.
- f. Hydraulically operated under reach with a retracted rating of not less than 45,000 pounds and an extended rating of not less than 12,000 pounds.
- g. Rear support jacks or outriggers.
- h. Two 1/2 inch alloy safety chains.
- i. Two bar or tow-sling equipped.
- j. External air hookup and minimum hoses to supply air to disabled vehicles.
- k. Two snatch blocks, minimum 24,000-pound capacity for each.
- l. Spring brake-air lock.

- m. Two scotch blocks.
- n. Six to eight feet of extra towing chain with hoods, minimum 4,000-pound capacity.

(7) *Class E Wrecker,*

- a. 53 feet in length.
- b. Tilt-bed wrecker with a capacity to transport and carry a Hialeah System Transit bus.

(b) *Required equipment for each wrecker.*

- (1) At least one heavy-duty push broom.
- (2) Flood lights on hoist to illuminate scene at night.
- (3) One shovel.
- (4) One axe.
- (5) One pinchbar, prybar or crowbar.
- (6) Each wrecker shall have dollies.
- (7) Minimum of one four-pound CO2 fire extinguisher or similar approved extinguisher.
- (8) Two red flags at least 12 inches square.
- (9) Six flambeaux or six 30-minute road fuses.
- (10) Six traffic cones (day-glow orange, 24 inches high)
- (11) Cutting torch available, if requested by HPD.
- (12) Amber lights installed on the front, rear and on each side and a revolving beacon light mounted on top of the wrecker.
- (13) Wreckers must be kept in a presentable condition and equipped with fenders.
- (14) All wreckers utilized by the towing company must be painted with the same color and the name of the company and must be printed with visible lettering and an identification number on both sides of the wreckers. Each wrecker shall be

identified by individual number. The city shall be provided with a current list of assigned numbers.

(15) Suitable storage area for perishables and valuable items obtained or secured from wrecked or impounded vehicles.

(16) Minimum of 50 pounds of sand.

(17) Two-way radio.

(18) Proper safety lights.

(19) One set of three reflectors.

(20) First aid kit—minimum 16 units.

(21) Such other equipment as deemed necessary by the city.

(22) City decal.

4. **MINIMUM STORAGE CAPACITY AND NUMBER OF TOW VEHICLES REQUIRED**

For each license awarded, the Proposer agrees to maintain storage spaces and mobile equipment of the following minimum quantity:

A. Minimum OUTSIDE STORAGE capacity: 60,000 square feet

B. Minimum INSIDE STORAGE capacity: 4 vehicles

C. Minimum number of WRECKERS required:

Five (5) Class "A" Wreckers

(At least Two (2) shall be Class "A" Wreckers and Two (2) shall be Class "A" Slide back car carriers)

One (1) Class "B" Wrecker

One (1) Class "B" Slide back car carrier

Two (2) Class "C" Wreckers (At least one (1) of which shall be under reach equipped)

One (1) Class "E" Wrecker, 53 feet in length, tilt-bed wrecker with a capacity to carry and transport a Hialeah Transit System bus

Or One (1) Class "D" Wreckers (recommended but not required).

**ATTACHMENT B**

**I do solemnly swear that all the foregoing facts are true and correct and that**

\_\_\_\_\_  
(Name of Proposer)

\_\_\_\_\_ meets the minimum qualifications for the  
**City of Hialeah Request for Proposal for Police Initiated Wrecker Services.**

**Signature of Officer of Proposer:** \_\_\_\_\_

**Print Name of Officer of Proposer:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**STATE OF**  
**COUNTY OF**

The foregoing \_\_\_\_\_ instrument was acknowledged before me this  
\_\_\_\_\_,  
(date)

by \_\_\_\_\_, a \_\_\_\_\_,  
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation  
or Partnership)

who is personally known to me or who has produced \_\_\_\_\_ as  
identification and who did/did not take an oath.

\_\_\_\_\_  
(Signature of person taking acknowledgement)

\_\_\_\_\_  
(Name of Acknowledger typed, printed or stamped)

\_\_\_\_\_  
(Title or Rank)

\_\_\_\_\_  
(Serial Number, if any)

**Affix Corporate Seal Here:**

## Attachment C

### **SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted  
to \_\_\_\_\_

by \_\_\_\_\_ (print name of the public entity)

\_\_\_\_\_ (print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN)  
is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to an directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of

a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e) **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped  
commissioned name of notary public)



**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn,  
deposes and says that:

- (1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder  
that has submitted the attached Bid:
- (2) He is fully informed respecting the preparation and contents of the attached Bid and  
of all pertinent circumstances respecting such Bid:
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partner, own agents, representatives,  
employees or parties in interest, including this affiant, has in any way colluded,  
conspired, connived or agreed directly or indirectly with any other Bidder, firm or  
person to sub a collusive or sham Bid in connection with the Contract for which the  
attached Bid has been submitted or to refrain bidding in connection with such  
Contract, or has in any manner, directly or indirectly, sought by agreement or  
collusion or communication or conference with any other Bidder, firm or person, or to  
fix any overhead, profit or cost element of the Bid price or the Bid price any other  
Bidder, or to secure through any collusion, conspiracy, connivance or unlawful  
agreement any advantage against the **City of Hialeah** (Local Public Agency) or any  
person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by  
any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder  
or any of its agents, representatives, owners, employees, or parties in interest, including  
this affiant.

(Name) \_\_\_\_\_

Subscribed and sworn to before me

\_\_\_\_\_  
(Title)

This \_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
(Title)

My commission expires \_\_\_\_\_

**PURCHASING DIVISION  
CITY OF HIALEAH DISCLOSURE AFFIDAVIT**

\_\_\_\_\_ being first duly sworn, state:

The full legal name and business address\* of the person or entity contracting or transacting business with the City of Hialeah are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

If the contract or business transaction is with a corporation, the full legal name and business address\* shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the full legal name and business address\* shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address\* shall be provided for each trustee and each beneficiary. All such names and addresses are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The full legal names and business address\* of any other individual (other) than subcontractors, material men, suppliers, laborers, or lenders who have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with the City of Hialeah are:

\_\_\_\_\_  
\_\_\_\_\_

**Tax ID Number (F.E.I.N) or Social Security Number:** \_\_\_\_\_

\_\_\_\_\_  
**LEGAL SIGNATURE OF AFFIANT**

\_\_\_\_\_  
**(Print or Type Legal Name of Affiant)**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public - State of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Print/Type and Stamp commissioned name of Notary Public

**NOTARY SEAL**

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

\*\*Post office box addresses not acceptable.

## **STATEMENT OF BIDDER'S QUALIFICATIONS**

**In order to assist the City of Hialeah in determining whether the Bidder is qualified to do the work set forth in the Bid Proposal, he shall furnish hereunder a list of references who are qualified to judge as to his financial responsibility and his experience in work of a similar nature upon which he is bidding.**

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**The Bidder shall list the facilities or equipment that is available for use in case his bid is accepted.**

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**The Bidder shall list the full names and residences of person and firms interested in the foregoing bid, as principals.**

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**The Bidder shall list the name of the executive who will give personal attention to the work.**

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**SAMPLE**

## **ATTACHMENT D**

### **LICENSE AGREEMENT BETWEEN THE CITY OF HIALEAH AND \_\_\_\_\_**

This License Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the City of Hialeah, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida ("City"), 501 Palm Avenue, Hialeah, Florida 33010 and \_\_\_\_\_ " or "Licensee", a Florida corporation, having its principal place of business at \_\_\_\_\_.

**WHEREAS**, on February \_\_\_, 2013, the Selection Committee ranked all the qualified proposers that responded to the revised Request for Proposal 2012/13-1000-36-002 and the recommendation was submitted, without comment from the Mayor, to the Hialeah City Council; and

**WHEREAS**, the City agrees to enter into this Agreement with the Wrecker Company and the Wrecker Company agrees to perform services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained and intending to be legally bound thereby, and subject to the terms and conditions hereinafter stated, the City and the Licensee enter into this License Agreement and agree as follows:

#### **I. DURATION OF LICENSE**

Subject to all the terms and conditions contained in this License Agreement, and compliance with all applicable state, federal and local law, and in particular, Chapter 90, Article III, of the Hialeah Code, the City hereby grants Licensee permission to provided police or city-initiated tow truck services and storage of towed or impounded motor vehicles and other related activities as provided in the Scope of Services for a period of three years, commencing on April 1, 2013 and ending on March 31, 2016, on a weekly or regular rotation basis to be determined by the City, within its sole discretion.

#### **II. SCOPE OF SERVICES**

The services to be performed by the Wrecker Company are contained in the Request to Proposal, and the Response to the Request for Proposal submitted by the Wrecker Company and as provided in Chapter 90, Article III, of the Hialeah Code subject to the established maximum towing rates and charges as provided in Hialeah, Fla., Resolution 07-06 (Jan. 25, 2007) and a copy of which is incorporated herein and made a part hereof as "Composite Exhibit A".

Composite Exhibit A that is incorporated herein by reference shall be considered part of the Contract documents. In the event of a conflict between the incorporated documents and this Agreement, the terms of this Agreement shall prevail.

### **III. LICENSING FEE AND COMPENSATION**

The Wrecker Company shall pay an annual licensing fee of \$800.00 for police and city-initiated towing services as provided by the Hialeah Code § 86-45, as amended. The maximum rates to be charged by the Wrecker Company are as established in Hialeah, Fla., Resolution 07-06 (Jan. 25, 2007) and Hialeah Code § 90-178(ee).

### **IV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

The parties shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments, including the City, and in particular, Chapter 90, Article III, of the Hialeah Code.

### **V. GENERAL CONDITIONS**

All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

#### **CITY**

Luis Suarez, Purchasing Assistant  
City of Hialeah  
501 Palm Avenue (P. O. Box 11-0040)  
Hialeah, Florida 33011-0040  
Telephone: (305) 883-5846  
Facsimile: (305) 883-5871  
LSuarez@hialeahfl.gov

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### **VI. NONDELEGABLE**

The duties and obligations undertaken by the Wrecker Company pursuant to this Agreement shall not be delegated or assigned to any person or firm. Any sale, transfer, assignment or other disposition of any license or duties and obligations undertaken hereunder shall be approved by the Hialeah City Council and the Mayor, by resolution, prior to continuation of any duties and obligations provided under this License Agreement.

### **VII. AWARD OF AGREEMENT**

The Wrecker Company warrants that it has not employed or retained any person employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the City any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

### **VIII. CONSTRUCTION OF AGREEMENT**

This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue for any litigation, which may arise in connection with this Agreement, shall be in Miami-Dade County, Florida. The Wrecker Company agrees to be subject to the jurisdiction (subject matter and in personam) of the courts in Miami-Dade County, Florida and amenable to process.

### **IX. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors and assigns.

### **X. INDEMNIFICATION**

The Wrecker Company shall indemnify and save the City, its officials, employees, agents, representatives and attorneys, from and against any and all claims, liabilities, losses and causes of action which arise out of or in connection with Wrecker Company's activities under this Agreement, including all other acts or omissions to act on the part of the Wrecker Company or any person acting for or on its behalf, and from and against any orders, judgments, or decrees which may be entered and from and against all costs, attorney's fees, expenses incurred at the trial, appellate or administrative level or proceedings and liabilities insured in the defense of any such claims or in the investigation thereof.

### **XI. AUDIT**

The City reserves the right to audit documents and financial records of the Wrecker Company relating to compliance with this Agreement upon reasonable notice during the performance of this Agreement and for a period of one year after the expiration or termination of this Agreement. If any litigation, claim, negotiations, audit or other action involving the records has commenced, the records must be retained until completion of the action and resolution of all issues. The City will also conduct annual compliance reviews as authorized by the Hialeah Code.

### **XII. CONFLICT OF INTEREST**

A. The Wrecker Company covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interests, direct or indirect, with the Wrecker Company. The Wrecker Company further covenants that, in the performance of the Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of the Wrecker

Company or its employees must be disclosed in writing to the City.

B. The Wrecker Company is aware of the conflict of interest laws of the City, Hialeah Code, ch, 26, Art. I and II, Miami-Dade County, Florida, Miami-Dade County Code Miami-Dade County Code § 2-11.1, and the State of Florida, Chapter 112, Part III, Florida Statutes and agrees that it shall fully comply in all respects with the terms of said laws.

### **XIII. INDEPENDENT CONTRACTOR**

The Wrecker Company, its employees, agents or representatives, shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded classified or unclassified employees. The Wrecker Company, its employees, agents or representatives, shall not be entitled to Florida Workers' Compensation benefits as an employee of the City.

### **XIV. INSURANCE**

A. The Wrecker Company shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, Public Liability and Property Damage Insurance, Comprehensive General Liability Insurance, Garage Liability Insurance and Automobile Insurance.

B. Such policy or policies shall be issued by United States Treasury-approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida. Consultant shall specifically protect City by naming City as additional insured under the Comprehensive General Liability Insurance Policy, Garage Liability Insurance and Public Liability and Property Damage Insurance.

C. All policies shall provide a notice of cancellation or restriction: The policy or policies must be endorsed to provide City with 30 days notice of cancellation and/or restriction.

1. Worker's Compensation Insurance to apply for all employees in compliance with the state worker's compensation law and all applicable federal law.

2. Public Liability and Property Damage Insurance in the amount of \$500,000 and an Excess Liability Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent Contractors; and (3) Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

3. Garage Liability Insurance in an amount not less than \$500,000 per occurrence for



bodily insurance and property damage combined, endorsed to include:

- (a) Automobile service operations.
  - (b) Garage keeper's legal liability covering perils of fire and explosion, theft of an entire vehicle, riot and civil commotion, vandalism and malicious mischief.
4. Business Automobile Liability Insurance with minimum liability limits of \$500,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include (1) Owned vehicles; and (2) Hired and non-owned vehicles. The Risk Manager may waive this provision, if appropriate.
5. The Wrecker Company shall provide City with a Certificate of Insurance or a copy of all insurance policies required in this article. City reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that City shall be given 30 days notice prior to expiration or cancellation of the policy.
6. Failure to maintain the insurance required above shall be just grounds for suspension or termination of this Agreement.

D. The Wrecker Company agrees that the insurance coverage required shall include those classifications as are listed in standard liability insurance manuals, which most nearly reflect the operations of the Wrecker Company.

E. All insurance policies required above shall be issued by companies authorized to be business under the laws of the State of Florida. The company must be rated no less than "A" as to management, and not less than Class "X" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Manager, or companies holding a valid Florida certificate of authority as shown in the latest "List of All Insurance companies Authorized or Approved to do Business in Florida," issued by the State of Florida Guaranty Fund.

## **XV. CANCELLATION WITHOUT CAUSE**

The City retains the right to cancel this Agreement upon 30 days written notice prior to the completion of the license term required pursuant to paragraph II hereof without penalty to the City. In that event, notice of cancellation of this Agreement shall be in writing to the City who shall be provided a refund of the balance of any paid annual license fee for the uncompleted term, prorated from the date of cancellation.

It is hereby understood that any payment made to the Wrecker Company in accordance with this section shall be made only if the Wrecker Company is not in default under the terms of this Agreement. If Wrecker Company is in default, then the City shall in no way be obligated to pay and shall not pay the Wrecker Company any sum.

## **XVI. NONDISCRIMINATION**

The Wrecker Company agrees that it shall not discriminate as to race, color, creed, national origin, religion, age or disability in connection with its performance hereunder.

## **XVII. DEFAULT**

A. Insolvency/Bankruptcy. Subject to paragraph C herein, Licensee shall be in default if during the terms of this Agreement,

1. Licensee:

- a. files a voluntary petition in bankruptcy;
- b. is adjudicated insolvent;
- c. obtains an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. § 301);
- d. files any petition or fails to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors;
- e. seeks or consents to or acquiesces in the appointment of any trustee, receiver, master, custodian or liquidator of Licensee, or any of Licensee's property and/or License and/or any and all of the revenues, issues, earnings, profits or income thereof;
- f. makes an assignment for the benefit of creditors;
- g. fails to pay Licensee's debts generally as they become due;
- h. conceals, removes or permits to be concealed or removed, any part of Licensee's property, with intent to hinder, delay or defraud Licensee's creditors or any of them, or makes or suffers a transfer of any of Licensee's property which may constitute an illegal preference or be considered an insider transaction, as defined in the Bankruptcy Code, or which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or shall have suffered or permitted, while insolvent, any creditor to obtain a lien upon any of Licensee's property through legal proceedings which is not vacated within 30 days from the date thereof; or

2. A petition is filed in a court of competent jurisdiction against Licensee seeking any determination of bankruptcy, reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future Federal or State statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which petition is not vacated or dismissed within an aggregate of 90 days (whether or not consecutive) from the date of the filing thereof; or

3. Any trustee, receiver, custodian or liquidator of Licensee, or of any of the property of Licensee and/or of all or any party of this License and/or of any or all of the revenues, issues, earnings, profits or income therefrom, is appointed without the prior written consent of the City, which appointment shall remain unvacated and unstayed for an aggregate of 90 days (whether or not consecutive) from the date of the appointment; then upon the occurrence of any such events an Uncured Event of Default shall have occurred hereunder and the City may exercise any and all remedies available to it; or

4. Licensee fails to perform or observe any term, covenant, agreement or condition of this Agreement, on the part of Licensee to be performed within 30 days after prompt written notice thereof from the City, unless such performance shall reasonably require a longer period, in which case Licensee shall not be deemed in default if Licensee commences the required performance promptly and thereafter pursues and diligently completes such action.

B. The City may terminate this Agreement for cause and cause shall include those events of default as provided in paragraph A above.

C. Notice and Cure. Neither party shall be in default under this Agreement or in breach of any provision hereof unless and until the other party shall have given such party written notice of such default and the defaulting party shall have failed to cure the default within 30 days after receipt of such notice: provided, however, that where such default cannot reasonably be cured within such 30-day period, if the defaulting party shall proceed promptly to cure the same and prosecute such cure with due diligence, the time for curing such default shall be extended for such period of time as may be necessary under the circumstances.

## **XVIII. DONATION**

The Wrecker Company shall donate to the Fire Department two junked motor vehicles to be used for firefighter training each calendar year.

## **XIX. ENTIRE AGREEMENT**

This Agreement and its attachments and exhibits constitute the sole and only agreement of the parties and accurately sets forth the rights, duties, and obligations of each to the other. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

## **XX. AMENDMENT**

No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

## **XXI. MISCELLANEOUS**

A. Captions, title and paragraph headings are for convenient reference and are not a part of this Agreement. Such captions, title or paragraph headings shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this Agreement.

B. In the event of conflict between the terms of this Agreement and any terms or conditions in any attached document; the terms in this Agreement shall prevail.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provisions, paragraph, sentence, work or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Hialeah, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

E. Further Assurances. All parties hereto upon the request of any other party shall execute such further instruments or documents as may be reasonably required by the requesting party to implement the terms, conditions and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the respective officials thereunto duly authorized, this the day and year first above written.

City of Hialeah, Florida  
501 Palm Avenue  
Hialeah, Florida 33010-0040

Attest:

Authorized signature on behalf of  
City of Hialeah

\_\_\_\_\_  
Marbelys Rubio  
Acting City Clerk  
(SEAL)

\_\_\_\_\_  
Mayor Carlos Hernandez      Date

Approved as to form and legal sufficiency:

\_\_\_\_\_  
William M. Grodnick  
City Attorney

Wrecker Company  
A Florida Corporation

Attest:

Authorized signature of the firm:

\_\_\_\_\_  
Corporate Secretary  
(SEAL)

\_\_\_\_\_  
President

**CITY OF HIALEAH**  
**ADVERTISEMENT**  
**And**  
**INVITATION FOR PROPOSALS**

Sealed, written Proposals in Response to the RFP "Proposal" will only be received by the City Clerk of the City of Hialeah, in the City Clerk's office on the 3<sup>rd</sup> Floor of City Hall located at 501 Palm Avenue, Hialeah, Florida, **until 11:00 A.M., Tuesday, January 22<sup>nd</sup>, 2013**, at which time the proposals will be opened by the City Clerk in the 3<sup>rd</sup> Floor Conference Room, 501 Palm Avenue, Hialeah, Florida, and delivered to the Licensing Section for review and handling, for furnishing the following. There will be a mandatory pre-proposal meeting at 3<sup>rd</sup> Floor conference room of City Hall located at 501 Palm Avenue, Hialeah, Florida, **11:00 A.M., Wednesday, January 16<sup>th</sup>, 2013**:

**POLICE OR CITY - INITIATED WRECKER SERVICES**  
**RFP NO. 2012/13-1000-36-002**

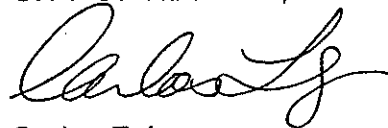
Affidavits/forms and text of the Request for Proposal may be obtained at the Purchasing Office, City Hall, 501 Palm Avenue, 4<sup>th</sup> Floor, Hialeah, Florida, by calling Luis A. Suarez at (305) 883-5857 or by email at [LSuarez@hialeahfl.gov](mailto:LSuarez@hialeahfl.gov).

Proposals shall be submitted in sealed envelopes and shall bear on the face, thereof, the Proposal Number, and the complete name and address of the Proposer.

Proposals may be held by the City of Hialeah for a period not to exceed sixty (60) days from the date of opening for the purpose of reviewing the proposals and investigating the qualifications of the Proposers, prior to awarding the license.

The City of Hialeah reserves the right to accept or reject Proposals on each item separately or as whole, or waive any informality in the Request for Proposal process.

CITY OF HIALEAH, FLORIDA



Carlos F. Lopez  
Acting Purchasing Director

Advertisement Date:  
**January 7<sup>th</sup>, 2013**

Page 26

RESOLUTION NO. : 2000-26

RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF HIALEAH, FLA. ESTABLISHING  
MAXIMUM TOWING AND STORAGE RATES  
TO BE CHARGED BY WRECKER COMPANIES  
PROVIDING CITY-INITIATED TOWING  
SERVICES PURSUANT TO CONTRACT WITH  
THE CITY OF HIALEAH AND SETTING  
ADMINISTRATIVE FEES.

WHEREAS, the City of Hialeah, Florida substantially revised the Hialeah Code relating to towing and wrecker services, particularly as to the selection, application, administration and requirements for wrecker companies in connection with police-initiated or city-initiated towing services within the City of Hialeah; and

WHEREAS, the purpose and intent of this resolution is to establish maximum towing and storage rates to be charged by the wrecker companies when providing police-initiated or city-initiated wrecker services; and

WHEREAS, the wrecker companies selected to provide city-initiated services shall be prohibited from charging rates in excess of those established by this resolution; and

WHEREAS, each company shall charge only the fees and costs that are identified as permissible and authorized charges in the request for proposal; and

WHEREAS, the applicable tow rate structure for each classification shall depend upon the requirements of the vehicle, to be towed, rather than the actual tow truck used; e.g., if a Class "B" wrecker is used to tow a sedan, the Class "A" rate structure shall be the basis for charges imposed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1. The City Council of the City of Hialeah, Florida, pursuant to HIALEAH, FLA., CODE §§ 28-62(f) and 28-62(v), to be enacted, hereby establish the following schedule of maximum rates to be charged by wrecker companies providing city-initiated towing services pursuant to contract with the City of Hialeah:

ITEM DESCRIPTION		RATE
A.	Storage Rates or Charges (Per Day)	
(1)	Inside-Interior	
(a)	Motorcycles or Scooters	\$ 12
(b)	Any vehicle less than 20 feet in length and 8 feet in width	\$ 25
(c)	Any vehicle over 20 feet in length	\$ 40
(2)	Outside-Exterior	
(a)	Motorcycles or Scooters	\$ 10
(b)	Any vehicle less than 20 feet in length and 8 feet in width	\$ 20
(c)	Any vehicle over 20 feet in length	\$ 30
(3)	Boat and Trailer (Owner's Unit)	
(a)	Unit under 20 feet in length	\$ 20
(b)	Unit 21 feet to 35 feet in length	\$ 35
(c)	Unit over 35 feet in length	\$ 45
B.	Tow Rate Class "A" Tow Truck and Class "A" Car Carrier, including:	\$ 65
(1)	First 30 minutes at the scene	
(2)	Unlocking door	
(3)	Dropping/hooking up linkage	
(4)	Wheel lift equipment	
(5)	Use of Dolly	
C.	Tow Rate Class "B" Tow Truck including:	\$ 120
(1)	First 30 minutes at the scene	



- (2) Unlocking door
- (3) Dropping/hooking up linkage
- (4) Under reach equipment

D. Tow Rate Class "C" Tow Truck including: **\$ 150**

- (1) First 30 minutes at the scene
- (2) Unlocking door
- (3) Dropping/hooking up linkage
- (4) Removal of air dams, shafts or axles
- (5) Air hookup
- (6) Under reach equipment

E. Tow Rate Class "D" Tow Truck including: **\$ 180**

- (1) First 30 minutes at the scene
- (2) Unlocking door
- (3) Dropping/hooking up linkage
- (4) Removal of air dams, shafts or axles
- (5) Air hookup
- (6) Under reach equipment

F. Tow Rate Class "B" or "C" Car Carrier including: **\$ 125**

- (1) First 30 minutes at the scene
- (2) Unlocking door
- (3) Dropping/hooking up linkage

G. Use of Contractor's Boat Trailer, any length, including storage, per day:

- (1) Trailer up to 18 feet in length **\$ 50**

- |     |                                 |        |
|-----|---------------------------------|--------|
| (2) | Trailer 18 to 30 feet in length | \$ 75  |
| (3) | Trailer over 30 feet in length  | \$ 150 |

**H. Special and additional charges****A. Extra labor or extra waiting time after the first 30 minutes at the scene, per 15 minute increment**

- |    |   |       |
|----|---|-------|
| 1. | Class "A" tow truck or Slide Back Car Carrier       | \$ 15 |
| 2. | Class "B" tow truck or Class "B" or "C" Car Carrier | \$ 30 |
| 3. | Class "C" tow truck                                 | \$ 35 |
| 4. | Class "D" tow truck                                 | \$ 45 |

**B. Extra truck, when required, per 15 minute increment**

- |    |   |       |
|----|---|-------|
| 1. | Class "A" tow truck or Slide Back Car Carrier       | \$ 15 |
| 2. | Class "B" tow truck or Class "B" or "C" Car Carrier | \$ 30 |
| 3. | Class "C" tow truck                                 | \$ 35 |
| 4. | Class "D" tow truck                                 | \$ 45 |

**C. Each mile or fraction**

- |    |   |         |
|----|---|---------|
| 1. | Class "A" tow truck or Slide Back Car Carrier       | \$ 2.50 |
| 2. | Class "B" tow truck or Class "B" or "C" Car Carrier | \$ 3.50 |
| 3. | Class "C" tow truck                                 | \$ 4.50 |
| 4. | Class "D" tow truck                                 | \$ 4.50 |

- I. Investigative Tow (Tows with Police Hold)
- A. Tow charge \$ 10
  - B. Storage charge, per day, during period of Hold \$ 5
  - C. Secondary Police tow charge  
(Tow from Contractor's lot to Police lot) \$ 10

Section 2. The City Council of the City of Hialeah, Florida, hereby establishes an administrative fee of \$ 20 for each vehicle released by the wrecker company, payable each month on the fifteenth day following the month the vehicle is released.

Section 3. The City Council of the City of Hialeah, Florida, hereby establishes that the maximum administrative fee charged by the wrecker company is \$ 10 for each vehicle for administrative services actually performed.

PASSED AND ADOPTED this 14<sup>th</sup> day of March, 2000.

  
Alex Morales, Council President

Attest:

Approved on the 23<sup>rd</sup> day of March, 2000.

  
Daniel F. DeLoach, City Clerk

  
Mayor Raul L. Martinez

Approved as to legal sufficiency  
and as to form.

  
William M. Grodnick, City Attorney

(Att/ Reso wrecker fees.doc)

RESOLUTION was adopted by a 5-2 vote with Councilmembers Rove, Gonzalez, Ponce, Robaina, and Yedra voting "Yes", and Councilmembers Garcia and Morales voting "No".

THIS IS CORRECTED RESOLUTION 2000-26. A SCRIVENER'S ERROR WAS REPORTED AT THE COUNCIL MEETING OF 03/28/00.

RESOLUTION NO.: 07-06

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, AMENDING HIALEAH, FLA., RESOLUTION 06-99 (AUG. 14, 2006) ESTABLISHING MAXIMUM TOWING AND STORAGE RATES TO BE CHARGED BY WRECKER COMPANIES PROVIDING CITY-INITIATED TOWING SERVICES PURSUANT TO CONTRACT WITH THE CITY OF HIALEAH AND SETTING ADMINISTRATIVE FEES; AND EFFECTIVE DATE.

WHEREAS, the City of Hialeah added a new requirement for a Class E Wrecker and accordingly, the City finds it in its best interest to establish new rates for the Class E Wrecker.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1. The City Council of the City of Hialeah, Florida, pursuant to Hialeah Code §§ 28-62(f) and 28-62(v), hereby establish the following schedule of maximum rates to be charged by wrecker companies providing city-initiated towing services pursuant to contract with the City of Hialeah:

<u>ITEM DESCRIPTION</u>		<u>RATE</u>
A.	Storage Rates or Charges (Per Day)	
(1)	Inside-Interior	
(a)	Motorcycles or Scooters	\$ 12
(b)	Any vehicle less than 20 feet in length and 8 feet in width	\$ 25
(c)	Any vehicle over 20 feet in length	\$ 40
(2)	Outside-Exterior	
(a)	Motorcycles or Scooters	\$ 10
(b)	Any vehicle less than 20 feet in length and 8 feet in width	\$ 20
(c)	Any vehicle over 20 feet in length	\$ 30

- (3) Boat and Trailer (Owner's Unit)
  - (a) Unit under 20 feet in length \$ 20
  - (b) Unit 21 feet to 35 feet in length \$ 35
  - (c) Unit over 35 feet in length \$ 45
- B. Tow Rate Class "A" Tow Truck and Class "A" Car Carrier, including: \$ 85
  - (1) First 30 minutes at the scene
  - (2) Unlocking door
  - (3) Dropping/hooking up linkage
  - (4) Wheel lift equipment
  - (5) Use of Dolly
- C. Tow Rate Class "B" Tow Truck including: \$ 145
  - (1) First 30 minutes at the scene
  - (2) Unlocking door
  - (3) Dropping/hooking up linkage
  - (4) Under reach equipment
- D. Tow Rate Class "C" Tow Truck including: \$ 200
  - (1) First 30 minutes at the scene
  - (2) Unlocking door
  - (3) Dropping/hooking up linkage
  - (4) Removal of air dams, shafts or axles
  - (5) Air hookup
  - (6) Under reach equipment
- E. Tow Rate Class "D" Tow Truck including: \$ 240
  - (1) First 30 minutes at the scene

- (2) Unlocking door
- (3) Dropping/hooking up linkage
- (4) Removal of air dams, shafts or axles
- (5) Air hookup
- (6) Under reach equipment

F. Tow Rate Class "E" Tow Truck including: \$ 240

- (1) First 30 minutes at the scene
- (2) Unlocking door
- (3) Dropping/hooking up linkage
- (4) Removal of air dams, shafts or axles
- (5) Air hookup
- (6) Under reach equipment

G. Tow Rate Class "B" or "C" Car Carrier including: \$ 145

- (1) First 30 minutes at the scene
- (2) Unlocking door
- (3) Dropping/hooking up linkage

H. Use of Contractor's Boat Trailer, any length, including storage, per day:

- (1) Trailer up to 18 feet in length \$ 50
- (2) Trailer 18 to 30 feet in length \$ 75
- (3) Trailer over 30 feet in length \$ 150

I. Special and additional charges

- A. Extra labor or extra waiting time after the first 30 minutes at the scene, per 15 minute

## increment

1.	Class "A" tow truck or Slide Back Car Carrier	\$ 20
2.	Class "B" tow truck or Class "B" or "C" Car Carrier	\$ 35
3.	Class "C" tow truck	\$ 45
4.	Class "D" tow truck	\$ 55
5.	Class "E" tow truck	\$ 55

B. Extra truck, when required, per 15 minute  
increment

1.	Class "A" tow truck or Slide Back Car Carrier	\$ 20
2.	Class "B" tow truck or Class "B" or "C" Car Carrier	\$ 35
3.	Class "C" tow truck	\$ 45
4.	Class "D" tow truck	\$ 55
5.	Class "E" tow truck	\$ 55

## C. Each mile or fraction

1.	Class "A" tow truck or Slide Back Car Carrier	\$ 2.75
2.	Class "B" tow truck or Class "B" or "C" Car Carrier	\$ 3.50
3.	Class "C" tow truck	\$ 4.50
4.	Class "D" tow truck	\$ 4.75
5.	Class "E" tow truck	\$ 4.75

## I. Investigative Tow (Tows with Police Hold)

- |    |  |       |
|----|--|-------|
| A. | Tow charge   | \$ 10 |
| B. | Storage charge, per day, during<br>period of Hold                        | \$ 5  |
| C. | Secondary Police tow charge<br>(Tow from Contractor's lot to Police lot) | \$ 10 |

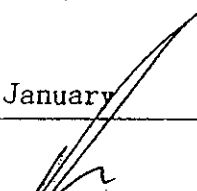
Section 2. The City Council of the City of Hialeah, Florida, hereby establishes an administrative fee of \$20 for each vehicle released by the wrecker company, payable each month on the fifteenth day following the month the vehicle is released.

Section 3. The City Council of the City of Hialeah, Florida, hereby establishes that the maximum administrative fee charged by the wrecker company is \$10 for each vehicle for administrative services actually performed.

Section 4: Effective date.

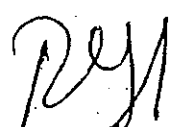
This resolution shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED AND ADOPTED this 23rd day of January, 2007.

  
\_\_\_\_\_  
Esteban Bovo  
Council President

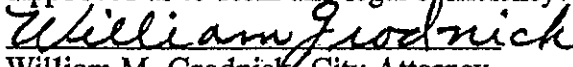
Attest:

Approved on the 25 day of January, 2007.

  
\_\_\_\_\_  
Rafael E. Granado, City Clerk

  
\_\_\_\_\_  
Mayor Julie Robaina

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
William M. Grodnick, City Attorney



**Sec. 90-140. Refusal to transport orderly person in for-hire car.**

It shall be unlawful for any driver of a for-hire car to refuse or neglect to transport, when his motor vehicle is available for hire, any orderly person willing to pay the prescribed fare to any destination in the city.

(Code 1952, § 28.52; Code 1960, § 28-53; Ord. No. 1730, § 2, 10-13-1964; Ord. No. 82-16, § 2, 2-23-1982)

**Sec. 90-141. Accepting additional passengers in for-hire car.**

It shall be unlawful for any driver of a for-hire car operated upon an hourly basis to accept an additional passenger without the consent of the passenger by whom the motor vehicle has already been engaged.

(Code 1952, § 28.53; Code 1960, § 28-54; Ord. No. 1730, § 2, 10-13-1964; Ord. No. 82-16, § 2, 2-23-1982)

**Sec. 90-142. Sitting in passenger compartment while vehicle parked at public stand.**

Under this article, it shall be unlawful for any driver of a motor vehicle to sit, sleep or loaf or permit others to sit, sleep or loaf within the passenger compartment of such motor vehicle while it is parked on a public stand.

(Code 1952, § 28.54; Code 1960, § 28-55; Ord. No. 1730, § 2, 10-13-1964)

**Sec. 90-143. Telephone and place of business required.**

Under this article, all permit holders for public convenience and necessity must have a telephone and place of business where calls can be made to them.

(Code 1960, § 28-55.1; Ord. No. 1730, § 2, 10-13-1964)

**Sec. 90-144. Safety belt equipment.**

Under this article, any and all permit holders of public convenience and necessity of any and all motor vehicles or sightseeing vehicles, as defined in this article, operating within the confines of the

city shall be required to equip such motor vehicles with safety belts for the protection of the passengers and operators.

(Code 1960, § 28-55.2; Ord. No. 1730, § 2, 10-13-1964; Ord. No. 82-16, § 2, 2-23-1982)

**Secs. 90-145—90-170. Reserved.**

### ARTICLE III. WRECKER SERVICE

**Sec. 90-171. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abandoned vehicle* means any motor vehicle without a legal or current tag that is parked on public or private property or is known as a junked motor vehicle.

*Decal* means an identifying sticker issued by the licensing administrator and appropriate for display in the lower left corner of the front window of a towing vehicle or equipment or car carrier used by a person licensed under this article.

*Express instruction* means a clear, definite and explicit request, made in writing by:

- (1) A police officer to recover, tow, remove or store a specific and individual vehicle that is disabled or abandoned or parked without authorization, or whose operator is unable or unwilling to remove the vehicle;
- (2) A property owner or duly authorized agent of the property owner to recover, tow, remove or store a specific and individual vehicle parked without permission of the property owner; however, such property owner or agent shall not be the person requested to recover, tow, remove or store the vehicle or an employee or agent thereof; or
- (3) By telephone, in person or in writing by a vehicle owner or the authorized driver to recover, tow, remove or store a specific and individual vehicle that is in the lawful control of the vehicle owner or autho-

alized driver requesting the towing service. Where the property owner is a government entity, the property owner or an employee or agent thereof, may be the same person requested to recover, tow, remove or store the vehicle.

Every request made in writing or in person must indicate the date and time of the instruction and must be signed by the police officer, the property owner or agent, or the vehicle owner or authorized driver in the presence of the person providing the requested service. Every request made by telephone must also be documented with the date and time of the call.

*HPD* means the Hialeah police department.

*Industry* means the business of recovering, towing or removing vehicles and providing such vehicle storage services as may be associated therewith.

*Junked vehicle* means a motor vehicle with major or severe damage that prevents such vehicle from being legally driven on a public roadway or a vehicle having no value or nominal salvage value.

*License* means the certificate or document which allows a person to engage in the city in the activity of recovering, towing, removing and storing of vehicles for compensation. As used in this article, the term "license" shall not mean the city occupational license or county occupational license.

*Licensing administrator* means the head of the licensing section.

*Mechanically incapacitated vehicle* means any wrecked, inoperative or partially dismantled motor vehicle or a motor vehicle temporarily undergoing major repairs.

*Operate* means to provide for compensation the services of recovering, towing or removing vehicles and any vehicle storage services associated therewith.

*Operator* means any person who provides for compensation the services of recovering, towing or removing vehicles and any vehicle storage services associated therewith.

*Personnel authorized by the HPD* means enforcement personnel authorized by the police chief and presenting valid identification.

*Property owner* means that person who exercises dominion and control over real property, including, but not limited to, the legal titleholder, lessee, designated representative of a condominium association or any person authorized to exercise dominion and control over real property; however, the term "property owner" shall not mean or include a person providing towing services within the purview of this article or article IV. All government entities providing their own towing services may be property owners for purposes of this article.

*Recover* means to take possession of a vehicle and its contents and to exercise control, supervision and responsibility over the vehicle.

*Regulation* means a rule set forth in this article or article IV, the violation of which is sufficient grounds for fines; suspension or revocation of a towing license.

*Remove* means to change the location of a vehicle by towing.

*Revoke* means to annul and make void the license of a person engaged in the business of providing towing services.

*Store* means to place and leave a towed vehicle at a location or facility where the person providing the towing service exercises control, supervision and responsibility over the vehicle. The storage facility must be securely fenced or locked for the protection of vehicles and property.

*Tow* means to haul, draw or pull a vehicle by means of another vehicle equipped with booms, car carriers, winches or similar equipment.

*Trade name* means any name under which a person, corporation, partnership, association, firm or any other entity operates its business.

*Vehicle* means an automobile, truck, bus, trailer, semitrailer, truck, tractor, semitrailer combination, recreational unit primarily designed as temporary living quarters which either has its own motive power or is mounted on or drawn by another vehicle, or any other mobile item using

wheels and being operated on the roads located within the city, which is used to transport persons or property and is propelled by power other than muscular power; provided, however, that the term does not include mopeds, traction engines, road rollers or vehicles which run only upon a track.

(Ord. No. 2000-28, § 2(28-56), 3-28-2000)

Cross reference—Definitions generally, § 1-2.

### Sec. 90-172. Penalties.

Any person who violates any of the provisions of this article shall be punished as provided in section 1-11.

(Code 1960, § 28-57; Ord. No. 2266, § 3, 7-8-1969; Ord. No. 2000-28, § 5, 3-28-2000)

### Sec. 90-173. Wrecker classifications and requirements.

(a) *Wrecker classifications.* Wrecker companies operating within the city shall be comprised of the following classifications:

(1) *Class A wrecker.* The requirements for a Class A wrecker shall be as follows:

- a. Commercially manufactured unit, with a rated capacity of not less than 10,000 pounds, gross vehicle weight (GVW), according to the manufacturer's identification plate. If there have been any modifications to the truck chassis that changes the GVW, documentation from the dealer or manufacturer supporting the changes must be provided.
- b. Cab to axle dimension of not less than 56 inches.
- c. Dual rear wheels.
- d. Commercially manufactured hydraulic boom with a minimum total winching capacity of 8,000 pounds.
- e. Hydraulically operated winch or winches with a minimum total winching capacity of 8,000 pounds.
- f. One hundred feet of three-eighths inch steel core cable per winch.

- g. Hydraulically operated wheel lift with retracted rating of not less than 3,500 pounds and an extended rating of not less than 2,000 pounds.
- h. Tow sling or tow bar with a safe lift rating of 3,500 pounds.
- i. Two three-eighths inch high-test safety chains.
- j. Dolly equipped.
- k. One motorcycle sling.
- l. Four-way lug wrench.
- m. One pair of jumper cables.
- n. Air tank.
- o. Tire plug kit to fix flat tires.

(2) *Class A slide back car carrier.* The requirements for a Class A slide back car carrier shall be as follows:

- a. Commercially manufactured unit, with a rated capacity of not less than 14,500 pounds, GVW.
- b. Cab to axle dimension of not less than 102 inches.
- c. Dual rear wheels.
- d. Seventeen feet or longer hydraulically operated slide back or tilt bed.
- e. Hydraulically operated winch or winches with a minimum total winching capacity of 8,000 pounds.
- f. Sixty-five feet of three-eighths inch steel core cable per winch.
- g. Two tie-down chains, each ten feet in length.
- h. Four-way lug wrench.
- i. One pair of jumper cables.

(3) *Class B wrecker.* Requirements for a Class B wrecker shall be as follows:

- a. Commercially manufactured unit, with a rated capacity of not less than 18,000 pounds, GVW, according to the manufacturer's identification plate. Any modifications to increase GVW must be documented by the dealer or manufacturer.

- b. Cab to axle dimension of not less than 84 inches.
  - c. Commercially manufactured boom or booms with a minimum total capacity of 24,000 pounds.
  - d. Hydraulically operated winch or winches with a minimum total winching capacity of 24,000 pounds.
  - e. Two hundred feet of one-half inch steel core cable for each winch.
  - f. Hydraulically operated under reach with a retracted rating of not less than 10,500 pounds and an extended rating of not less than 8,500 pounds.
  - g. Two  $\frac{5}{16}$  inch alloy safety chains.
  - h. Tow bar or two-sling equipped.
  - i. Two snatch blocks, minimum of 8,000-pound capacity for each.
  - j. Two scotch blocks.
  - k. Brake lock.
  - l. Six to eight feet of extra towing chain with hooks, minimum 5,000-pound capacity.
  - m. Four-way lug wrench.
  - n. One pair of jumper cables.
- (4) *Class B slide back car carrier.* The requirements for a Class B slide back car carrier shall be as follows:
- a. Commercially manufactured unit, with a rated capacity of not less than 20,000 pounds, GVW, according to the manufacturer's identification plate. Any modifications to increase the GVW must be documented by the dealer or manufacturer.
  - b. Cab to axle dimension of not less than 138 inches.
  - c. Dual rear wheels.
  - d. Twenty-one feet or longer hydraulically operated slide back or tilt bed.
  - e. Hydraulically operated winch or winches with a minimum total winching capacity of 8,000 pounds.
  - f. Sixty-five feet of three-eighths inch steel core cable.
  - g. Two tie-down chains, each ten feet in length.
  - h. One snatch block, minimum 8,000-pound capacity.
  - i. Four-way lug wrench.
  - j. One pair of jumper cables.
  - k. Commercial nonrestricted license plate.
- (5) *Class C wrecker.* The requirements of a Class C wrecker are as follows:
- a. Commercially manufactured unit, with a rated capacity of not less than 30,000 pounds, GVW, according to the manufacturer's identification plate. Any modification to increase GVW must be documented by the dealer or manufacturer.
  - b. Cab to bogey dimension of not less than 144 inches.
  - c. Commercially manufactured boom or booms with a minimum total capacity of 50,000 pounds.
  - d. Hydraulically operated winch or winches with a minimum total winching capacity of 50,000 pounds.
  - e. Two hundred feet of five-eighths inch steel core cable per winch.
  - f. Hydraulically operated under reach with a retracted rating of not less than 25,000 pounds and an extended rating of not less than 12,000 pounds.
  - g. Rear support jacks or outriggers.
  - h. Two one-half inch alloy safety chains.
  - i. Tow bar or tow-sling equipped.
  - j. External air hookup and minimum hoses to supply air to disabled vehicles.
  - k. Two snatch blocks, minimum 24,000-pound capacity for each.
  - l. Two scotch blocks.
  - m. Spring brake-air lock.

- n. Six to eight feet of extra towing chain with hooks, minimum 4,000-pound capacity.
- (6) *Class D wrecker.* The requirements for a Class D wrecker are as follows:
- a. Commercially manufactured unit, with a rated capacity of not less than 52,000 pounds, GVW, according to the manufacturer's identification plate. Any modification to increase GVW must be documented by the dealer or manufacturer.
  - b. Cab to bogey dimension of not less than 180 inches.
  - c. Commercially manufactured boom or booms with a minimum total capacity of 70,000 pounds.
  - d. Hydraulically operated winch or winches with a minimum total winching capacity of 70,000 pounds.
  - e. Two hundred feet of three-fourths inch steel core cable per winch.
  - f. Hydraulically operated under reach with a retracted rating of not less than 45,000 pounds and an extended rating of not less than 12,000 pounds.
  - g. Rear support jacks or outriggers.
  - h. Two one-half inch alloy safety chains.
  - i. Tow bar or tow-sling equipped.
  - j. External air hookup and minimum hoses to supply air to disabled vehicles.
  - k. Two snatch blocks, minimum 24,000-pound capacity for each.
  - l. Spring brake-air lock.
  - m. Two scotch blocks.
  - n. Six to eight feet of extra towing chain with hoods, minimum 4,000-pound capacity.
  - (3) One shovel.
  - (4) One axe.
  - (5) One pinchbar, prybar or crowbar.
  - (6) Each Class A wrecker shall have dollies.
  - (7) Minimum of one four-pound CO2 fire extinguisher or similar approved extinguisher.
  - (8) Two red flags at least 12 inches square.
  - (9) Six flambeaux or six 30-minute road fuses.
  - (10) Six traffic cones (day-glow orange, 24 inches high).
  - (11) Cutting torch available, if requested by HPD.
  - (12) Amber lights installed on the front, rear and on each side and a revolving beacon light mounted on top of the wrecker.
  - (13) Wreckers must be kept in a presentable condition and equipped with fenders.
  - (14) All wreckers utilized by the towing company must be painted with the same color and the name of the company and must be printed with visible lettering and an identification number on both sides of the wreckers. Each wrecker shall be identified by individual number. The city shall be provided with a current list of assigned numbers.
  - (15) Suitable storage area for perishables and valuable items obtained or secured from wrecked or impounded vehicles.
  - (16) Minimum of 50 pounds of sand.
  - (17) Two-way radio.
  - (18) Proper safety lights.
  - (19) One set of three reflectors.
  - (20) First aid kit—minimum 16 units.
  - (21) Such other equipment as deemed necessary by the city.
  - (22) City decal.
- (b) *Required equipment for each wrecker.* The required equipment for each wrecker is as follows:
- (1) At least one heavy-duty push broom.
  - (2) Flood lights on hoist to illuminate scene at night.
- (Code 1960, § 28-56; Ord. No. 2266, §§ 1, 2, 7-8-1969; Ord. No. 2576, § 2, 4-25-1972; Ord. No. 77-47, § 1, 4-12-1977; Ord. No. 82-88, § 1, 8-10-

1982; Ord. No. 83-57, § 1, 5-24-1983; Ord. No. 91-93, § 1, 8-27-1991; Ord. No. 96-16, § 1, 3-12-1996; Ord. No. 2000-28, § 2(28-57), 3-28-2000)

**Sec. 90-174. License required for city-initiated towing services; prohibition.**

(a) The issuance of this license pursuant to this article is separate and apart from and supplemental to any county or municipal occupational license. This license shall be characterized as a regulatory license and not a revenue license.

(b) Nothing in this section shall be construed to mean that a natural person cannot work or a business enterprise cannot operate without the license required for city-initiated towing services. There is no requirement that employees or agents of such business enterprises apply for and obtain the license issued under this section. A business enterprise cannot claim employees or agents as independent contractors to avoid the requirement that the business enterprise itself apply for, obtain, and maintain a license.  
(Ord. No. 2000-28, § 2(28-58), 3-28-2000)

**Sec. 90-175. Selection and application for towing license for city-initiated towing services; fees.**

(a) Towing or wrecker companies providing city-initiated towing services shall be selected by a duly advertised request for proposals or requests for qualifications, as determined by the city council by resolution. As part of the request for proposal or qualifications, each applicant must submit a completed application. Every application for a towing license shall be in writing, signed and verified by the applicant, and filed with the licensing section together with an investigative, processing fee established by resolution of the city council. The application fee shall be reasonably related to the cost of the administrative services and regulation provided by the city. The statements contained in the application shall become a part of the towing license and may be modified only in accordance with the provisions of this article.

(b) Every application for a towing license shall be on a form prescribed by the licensing section and shall contain all the information required by that form, including, but not limited to:

- (1) Sufficient information to identify the applicant, including, but not limited to, full legal name, date of birth or date of formation or incorporation of legal entity, business telephone numbers, and all business and residence addresses. If the applicant is a corporation, the foregoing information shall also be provided for each corporate officer, director, resident agent and shareholder. If the applicant is a partnership, the foregoing information shall also be provided for each general and each limited partner. Post office box addresses will not be accepted.
- (2) Documentation demonstrating that all corporate or partnership applicants are qualified to do business under state law.
- (3) Photocopy of all city and county occupational licenses of the applicant.
- (4) A list of all persons with any ownership interest in the applicant who have previously been denied a license.
- (5) Any trade name under which the applicant operates, intends to operate, or has previously operated, and a description of proposed, existing and previous towing vehicles' colors and markings.
- (6) A description of the applicant's management plan, which shall include, but is not limited to, the following:
  - a. Location and description of all places of business;
  - b. A description of all towing vehicles and equipment;
  - c. A description of the plan and facilities for maintaining towing vehicles and equipment;
  - d. A system for handling complaints and accidents, insurance coverage and a description of any communication system.

- (7) A description of services proposed to be provided, including, but not limited to, days and hours of operation and types of towing and storage services to be provided.
  - (8) Sufficient information to identify the applicant and each employee, including, but not limited to, full legal name, date of birth and social security number. For each employee, the wrecker company shall obtain documentation from the county police department regarding the employee's criminal and arrest history and submit such information to the city. Such documentation shall include a record of all outstanding arrest warrants, all misdemeanors within the preceding 36-month period, felony convictions, pleas of guilt or no contest within the last five years preceding the application date involving criminal homicide, violent crimes, robbery, burglary, arson, fraud, auto theft, theft if the offense was committed against a person with whom the applicant or employee came in contact with while engaged in towing services, illegal possession of a weapon, and violation of any law involving controlled substances. Wrecker companies shall submit current employee information every six months.
  - (9) Individual applicants shall obtain their fingerprints and photographs from the police department and provide them with the application and, where civil rights have been restored or periods of incarceration or probation have been completed, provide such information with the application. If the applicant is a corporation or partnership, all such information shall be provided by all corporate officers and directors, or partners, as the case may be, and by all stockholders who own, hold or control five percent or more of issued and outstanding stock in the corporation or beneficial interest therein, and by all officers and directors of any corporate general partners of a partnership and by stockholders who own, hold or control five percent or more of issued and outstanding stock in a corporate general partner, or beneficial interest therein.
  - (10) Proof of insurance as required in this article.
  - (11) The signature of each individual applicant, the signature of the president or vice-president of a corporate applicant, and the signature of all the general partners of a partnership applicant.
  - (12) An affidavit signed by the applicant that the applicant shall abide by this article, city, county and state law.
  - (13) It shall be a violation of this section to fail to report to the licensing section any material change pertaining to the information supplied by the applicant or licensee for his license, including, but not limited to, changing the location of the applicant's place of business prior to issuing the license and during the time period for which the license has been issued.
  - (14) Each applicant for a license shall provide a schedule of all proposed rates and charges on a form prepared by the licensing section.
  - (15) Additional information about the applicant as the licensing administrator may deem appropriate.
- (Code 1960, § 28-56; Ord. No. 2266, §§ 1, 2, 7-8-1969; Ord. No. 2576, § 2, 4-25-1972; Ord. No. 77-47, § 1, 4-12-1977; Ord. No. 82-88, § 1, 8-10-1982; Ord. No. 83-57, § 1, 5-24-1983; Ord. No. 91-93, § 1, 8-27-1991; Ord. No. 96-16, § 1, 3-12-1996; Ord. No. 98-85, § 1, 9-4-1998; Ord. No. 99-49, § 1, 3-23-1999; Ord. No. 2000-28, § 2(28-59), 3-28-2000)
- Sec. 90-176. Issuance of license; renewal.**
- (a) The licensing administrator is authorized to issue licenses to applicants who have met the standards and requirements for a towing license, and to promulgate rules, regulations and procedures for the application, issuance and revocation of such licenses.

(b) The licensing administrator shall review and investigate each application for a towing license and shall reject any application that is not properly filed or is incomplete or untrue in whole or in part, or which fails in any way to meet the requirements of subsection (c) of this section.

(c) No towing license shall be issued to an applicant or renewed unless the applicant has completed the following:

- (1) Filed with the licensing administrator a true, correct and complete application on the form prescribed by the licensing section, including all proofs of required insurance.
- (2) Paid the initial, renewal or late application fee, as applicable.
- (3) Submitted to a background investigation resulting in a determination by the licensing administrator that:
  - a. Neither the applicant, nor any officer, director or partner of the applicant, nor any stockholder owning, holding, controlling or having a beneficial interest in five percent or more of the issued and outstanding stock of a corporate applicant or of a corporate general partner of a partnership applicant, has a currently suspended license, has had its license revoked by action of the licensing director within two years of the date of application, or has outstanding and unsatisfied civil penalties imposed on account of violations of this article.
  - b. Neither the applicant, nor any officer, director or partner of the applicant, nor any stockholder owning, holding, controlling or having a beneficial interest in five percent or more of the issued and outstanding stock of a corporate general partner of a partnership applicant, has been convicted of one or more of the felonies listed in subsection 70-175(8) within the preceding five years; or that three misdemeanors have been committed within the 36-month period preced-

ing the date of application, unless the civil rights of such individual or applicant have been restored or that such person has successfully completed all sentences of incarceration, probationary periods, required rehabilitation activities and payment of all fines and penalties imposed. For applicants requesting renewal, the licensing administrator may only consider crimes committed after the date the applicant obtained his license, unless such crimes were not previously disclosed in the original application.

- c. Each corporate or partnership applicant is qualified under the state law to do business under the trade name or names under which it has applied for a license.
- d. No fraud or willful or knowing misrepresentation or false statement was made in the application.
- e. No judgment against the applicant arising out of the activity of recovery, towing or removing a vehicle or providing storage in connection therewith remains unsatisfied, unless a stay or reversal of the judgment is procured through the courts.
- f. No outstanding warrants of arrest against the applicant nor any officer, director or partner of the applicant nor any stockholder owning, holding, controlling or having a beneficial interest in five percent or more of the issued and outstanding stock of a corporate general partner of a partnership applicant.

(d) Each towing license shall be on a form prescribed by the licensing section and shall be signed by the licensing administrator. Each towing license shall contain, at a minimum, the name and address of the applicant, the dates the license remains in effect unless suspended or revoked, and a statement of such additional terms and